

# **Exhibit 14**

Page 1

1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 17-22218-rdd

4 - - - - - x

5 In the Matter of:

6

7 RS OLD MILL, LLC,

8

9 Debtor.

10 - - - - - x

11

12

13 United States Bankruptcy Court

14 300 Quarropas Street, Room 248

15 White Plains, NY 10601

16

17 July 16, 2019

18

19

20 341 Meeting of Creditors

21

22

23 B E F O R E :

24 MARIANNE O'TOOLE

25 CHAPTER 7 TRUSTEE

Page 2

1 A P P E A R A N C E S :

2

3 LEVINE & ASSOCIATES P.C.

4 Attorney for Mr. Salamon and Debtor

5 15 Barclay Road

6 Scarsdale, NY 10583

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8 BY: MICHAEL LEVINE

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18 Attorneys for Suffern Partners LLC

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20 New York, NY 10022

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22 STEVEN R. AQUINO

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24

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Page 3

1 BUTLER, FITZERALD, FIVESON & MCCARTHY  
2 Attorney for CPIF Lending, LLC  
3 9 E 45th Street  
4 New York, NY 10017

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6 BY: DAVID FIVESON

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2 PROCEEDINGS

3 MS. O'TOOLE: RS Old Mill, LLC, 17-22218. Good  
4 afternoon. Somebody can pull -- Mr. Grable, if you want to  
5 pull that chair, you (indiscernible) that one. Because we  
6 can grab another on in the back if you want a seat there,  
7 Mr. Backenroth. All right. So we'll start -- sir, if you'd  
8 state your name, please?

9 MR. SALAMON: Yehuda Salamon.

10 MS. O'TOOLE: And do you have any ID on you?

11 MR. SALAMON: Yeah.

12 MS. O'TOOLE: Okay. And for purposes of the  
13 record, I have a New York State driver's license which  
14 reflects Yehuda Salamon, spelled S-A-L-A-M-O-N with an  
15 address in Highland Mills, and I'm returning that to you,  
16 sir. Have you ever used another name?

17 MR. SALAMON: No.

18 MS. O'TOOLE: Okay. And then, counsel, if you'll  
19 note your appearance, please?

20 MR. LEVINE: Levine and Associates, PC by Michael  
21 Levine for Mr. Salamon and the Debtor.

22 MR. FIVESON: David Fiveson --

23 MS. O'TOOLE: Just one moment, okay? I want to  
24 let this proceed because there's a lot of people here and I  
25 think there's an interest in a proceeding. I'm just going

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1 to reserve my rights because you haven't yet been retained  
2 by the Bankruptcy Court as Debtor's counsel. But we're  
3 going to proceed today. Okay. So then, we'll start -- I'm  
4 sorry to have interrupted you.

5 MR. FIVESON: Yes. Thank you, ma'am. David  
6 Fiveson, F-I-V-E-S-O-N, for an interested party, CPIF  
7 Lending, LLC.

8 MS. O'TOOLE: Thank you. And you, sir?

9 MR. FRANKEL: Uziel M. Frankel.

10 MS. O'TOOLE: Can you spell that?

11 MR. FRANKEL: U-Z --

12 MS. O'TOOLE: What --

13 MR. FRANKEL: First name, U-Z-I-E-L.

14 MS. O'TOOLE: Yes.

15 MR. FRANKEL: Initial M, middle name, Frankel, F-  
16 R-A-N-K-E-L.

17 MS. O'TOOLE: And are you an attorney or --

18 MR. FRANKEL: Creditor.

19 MS. O'TOOLE: -- a creditor?

20 MR. FRANKEL: I'm here for creditors.

21 MS. O'TOOLE: Okay. And for what creditor?

22 MR. FRANKEL: Romero.

23 MS. O'TOOLE: Romero?

24 MR. FRANKEL: Yeah.

25 MS. O'TOOLE: And were you previously represented

1 by Mr. Condon?

2 MR. FRANKEL: No.

3 MS. O'TOOLE: No.

4 MR. FRANKEL: No.

5 MS. O'TOOLE: Okay. All right. Next?

6 MR. FRANKEL: I have another --

7 MS. O'TOOLE: Oh, I'm sorry. Go ahead, sir.

8 MR. FRANKEL: Okay. Ell City.

9 MS. O'TOOLE: Ell?

10 MR. FRANKEL: Ell City.

11 MS. O'TOOLE: And that's the letter L, City?

12 MR. FRANKEL: E-L-L.

13 MS. O'TOOLE: Okay. Next?

14 MR. FRANKEL: And Alpine Fine Construction.

15 MS. O'TOOLE: Okay. Any others?

16 MR. FRANKEL: Used Distributing.

17 MS. O'TOOLE: Used? Okay. And that's U -- is it

18 UHCS? Yes? Just -- you have to answer aloud --

19 MR. FRANKEL: Yes, yes.

20 MS. O'TOOLE: -- because we're creating a record  
21 here. So it's UHCS Distributor.

22 MR. FRANKEL: Right.

23 MS. O'TOOLE: Any other creditors?

24 MR. FRANKEL: (Indiscernible).

25 MS. O'TOOLE: And so what is your relation to Ell

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1 City?

2 MR. FRANKEL: I was asked to come to the meeting  
3 because they weren't able (indiscernible).

4 MS. O'TOOLE: Who asked you to come on behalf of  
5 Ell City, LLC?

6 MR. FRANKEL: Ms. Ago.

7 MS. O'TOOLE: What's that?

8 MR. FRANKEL: Ms. Ago.

9 MS. O'TOOLE: How do you spell --

10 MR. FRANKEL: A-G-O.

11 MS. O'TOOLE: A-G-O? Does she have a first name?

12 MR. FRANKEL: I don't know her first name.

13 MS. O'TOOLE: Okay. And then in terms of Alpine  
14 Fine Construction, who asked you to --

15 MR. FRANKEL: Somebody I know as Meshulam. That's  
16 all I know --

17 MS. O'TOOLE: Meshulam?

18 MR. FRANKEL: Yeah.

19 MS. O'TOOLE: Help me, there.

20 MR. FRANKEL: M-E-S-H-U-L-A-M or E-M.

21 MS. O'TOOLE: Okay. Are you any relation to --

22 MR. FRANKEL: No.

23 MS. O'TOOLE: -- mister -- you don't even know my  
24 question yet, but I think you mind read.

25 MR. FRANKEL: (Indiscernible).

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1 MS. O'TOOLE: You're any relation to Mr. Salamon?

2 MR. FRANKEL: No.

3 MS. O'TOOLE: Any relation to Joel Kaufman?

4 MR. FRANKEL: No.

5 MS. O'TOOLE: Okay. Any relation to any of the  
6 parties that are involved in this case?

7 MR. FRANKEL: No.

8 MS. O'TOOLE: Okay. And next?

9 MS. MA: Tina Ma of Wilson, Elser, Moskowitz,  
10 Edelman, and Dicker on behalf of David Fleischmann.

11 MS. O'TOOLE: Thank you. And -- go ahead.

12 MR. GRABLE: Stephen Grable and Gilbert  
13 Backenroth, Hahn and Hessen, LLP, 488 Madison Avenue on  
14 behalf of Suffern Partners, LLC.

15 MS. O'TOOLE: Thank you. And --

16 MS. MATERA: Rosemarie Matera, Kurtzman Matera for  
17 Bridgewater Commons, Mark Yunger, Isaac Genuth, and Goldie  
18 Reisman.

19 MS. O'TOOLE: Okay. Anybody else that needs to  
20 note an appearance? Okay. Does anybody object to my  
21 serving as the Trustee? I'll serve as the Trustee in this  
22 matter. Now, sir, let's start with the petition. The  
23 Debtor's name is RS Old Mill, LLC, is that correct?

24 MR. SALAMON: Yes.

25 MS. O'TOOLE: And when was that entity formed? On

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1 or about. Can you give me a year?

2 MR. SALAMON: About '16.

3 MS. O'TOOLE: 2016?

4 MR. SALAMON: Mm hmm.

5 MS. O'TOOLE: And -- you have to answer yes or no

6 --

7 MR. SALAMON: Yes.

8 MS. O'TOOLE: We do keep a record here, okay? And  
9 were -- who were the members at the time it was formed?

10 MR. SALAMON: Me -- Yehuda Salomon.

11 MS. O'TOOLE: You were the hundred percent member?

12 MR. SALAMON: Right.

13 MS. O'TOOLE: Was that formed in the State of New  
14 York?

15 MR. SALAMON: Yes.

16 MS. O'TOOLE: And was it formed as a special  
17 purpose entity?

18 MR. SALAMON: Yes.

19 MS. O'TOOLE: Who caused that entity to be formed?  
20 Was it an attorney or how did it come into existence?

21 MR. SALAMON: Yes, attorney.

22 MS. O'TOOLE: What was the attorney's name?

23 MR. SALAMON: I don't remember.

24 MS. O'TOOLE: And would anything refresh your  
25 recollection?

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1 MR. SALAMON: Who opened --

2 MS. O'TOOLE: Who created the entity? So, you had  
3 a -- there has to be a formation document, an organizational  
4 document, so what?

5 MR. SALAMON: Okay. I remember it was Drew  
6 Connor.

7 MS. O'TOOLE: Drew Connor?

8 MR. SALAMON: Drew Connor opened it and I believe  
9 Mintz Levin was the lawyer.

10 MS. O'TOOLE: Okay. And what was the business  
11 purpose for opening -- creating the entity? And I'm just  
12 going to refer to it now as Debtor. Do we understand?

13 MR. SALAMON: Yes.

14 MS. O'TOOLE: Okay. And --

15 MR. SALAMON: Purchasing a property.

16 MS. O'TOOLE: Okay. And what property were you  
17 purchasing?

18 MR. SALAMON: 25 Old Mill Road. It was Novartis -  
19 -- from Novartis.

20 MS. O'TOOLE: Okay. So we understand that we're  
21 all talking about the same thing; there's 25 Old Mill Road  
22 and there are two other addresses associated with that,  
23 correct?

24 MR. SALAMON: Right.

25 MS. O'TOOLE: And we're going to collectively

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1 refer to it as the Novartis property. Is that correct?

2 MR. SALAMON: Yes.

3 MS. O'TOOLE: You -- we both understand what we're  
4 talking about. Yes?

5 MR. SALAMON: Yes.

6 MS. O'TOOLE: So the Debtor was formed to purchase  
7 the Novartis property, correct?

8 MR. SALAMON: Right.

9 MS. O'TOOLE: All right. Have you always been the  
10 hundred percent member of RS Old Mill, LLC?

11 MR. SALAMON: Yes.

12 MS. O'TOOLE: Okay. And when -- was there then a  
13 contract with Novartis to purchase the property?

14 MR. SALAMON: When it was?

15 MS. O'TOOLE: Was there --

16 MR. SALAMON: Yes.

17 MS. O'TOOLE: Did there come into existence?

18 Okay. Now, we've spoken before. There were depositions  
19 before. I'm going to use words like, the contract with  
20 Novartis. Do you know what I'm referring to?

21 MR. SALAMON: Yes.

22 MS. O'TOOLE: Okay. And there was a down payment  
23 with that contract. Is that correct?

24 MR. SALAMON: Yes.

25 MS. O'TOOLE: And what was the amount of the down

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1 payment?

2 MR. SALAMON: \$2.5 million.

3 MS. O'TOOLE: Okay. And where did the \$2.5  
4 million come from?

5 MR. SALAMON: I got it from my son.

6 MS. O'TOOLE: And what is the name of your son?

7 MR. SALAMON: David Salamon.

8 MS. O'TOOLE: And where did your son, David  
9 Salamon, get the money from?

10 MR. SALAMON: I don't know.

11 MS. O'TOOLE: You don't know? What is -- what  
12 business is David Salamon in?

13 MR. SALAMON: He has a few businesses. It was  
14 Amazon.

15 MS. O'TOOLE: He uses an Amazon platform to sell?

16 MR. SALAMON: Yes.

17 MS. O'TOOLE: Is that what you're referring to?  
18 Does he have a name of a business?

19 MR. SALAMON: I don't know.

20 MS. O'TOOLE: Okay. Well, let's come back to  
21 that. Now, at the time that the bankruptcy petition was  
22 filed, did you sign it?

23 MR. SALAMON: It was -- the original signature was  
24 -- yes. First was signed by Joel Kaufman and afterwards, it  
25 was signed by me.

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1 MS. O'TOOLE: So there's another copy of the  
2 bankruptcy petition that's signed by you?

3 MR. SALAMON: I think so.

4 MS. O'TOOLE: Okay. So, sir, I'm going to show  
5 you a copy of the bankruptcy petition. I will say, there  
6 was a letter sent to counsel indicating the documents we  
7 needed when this case was filed. I don't know that we ever  
8 received a petition in response to that, but that letter was  
9 sent by my attorney. I have a copy of what was filed as  
10 Document Number 1 on the bankruptcy ECF Pacer and ask --

11 MR. SALAMON: Right.

12 MS. O'TOOLE: -- you, do you recognize the  
13 signature on that document?

14 MR. SALAMON: Yes.

15 MS. O'TOOLE: And whose signature is it?

16 MR. SALAMON: Joel Kaufman.

17 MS. O'TOOLE: And what is Joel Kaufman's relation  
18 to the Debtor?

19 MR. SALAMON: It was -- it's my wife's brother.

20 MS. O'TOOLE: Whose brother?

21 MR. SALAMON: My wife's.

22 MS. O'TOOLE: Your -- it's your brother-in-law?

23 MR. SALAMON: Yeah.

24 MS. O'TOOLE: Okay. And why is it that your  
25 brother -in-law signed the bankruptcy petition?

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1 MR. SALAMON: Because he was supposed to take care  
2 of this part.

3 MS. O'TOOLE: Was he an officer or a member of the  
4 Debtor?

5 MR. SALAMON: Yes.

6 MS. O'TOOLE: He was the manager?

7 MR. SALAMON: Was the manager.

8 MS. O'TOOLE: Okay. Is there an operating  
9 agreement for the Debtor?

10 MR. SALAMON: Yes.

11 MS. O'TOOLE: And where is that operating  
12 agreement?

13 MR. SALAMON: I don't know. I have to send it to  
14 you.

15 MS. O'TOOLE: Okay. Where do you maintain the  
16 books and records of the Debtor?

17 MR. SALAMON: It was in our -- in 25, in the  
18 property.

19 MS. O'TOOLE: Okay. So you're using past tense.  
20 You're saying that the books and records of the Debtor are -  
21 - were located on the Novartis property. Is that --

22 MR. SALAMON: Right.

23 MS. O'TOOLE: -- correct? When was the last time  
24 that you saw the books and records on the property of  
25 Novartis -- of the Novartis property, I'm going to call --

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1 MR. SALAMON: When I was there.

2 MS. O'TOOLE: When were you there?

3 MR. SALAMON: Probably last year.

4 MS. O'TOOLE: Okay. And did there come a time  
5 when you no longer had access to the Novartis property?

6 MR. SALAMON: Yes.

7 MS. O'TOOLE: And who look over -- do you have an  
8 understanding of who, then, had access and control over the  
9 property?

10 MR. SALAMON: It -- I found out that it was  
11 Suffern Partner that has control.

12 MS. O'TOOLE: Suffern Partners? Okay. Did there  
13 come a time where there was a sale -- that the sale of the  
14 Novartis property was completed or consummated?

15 MR. SALAMON: Yes.

16 MS. O'TOOLE: Okay. So, and that occurred -- when  
17 did that occur? In or about September of 2017 --

18 MR. SALAMON: Yes.

19 MR. LEVINE: '16.

20 MS. O'TOOLE: Was that --

21 MR. LEVINE: '16 -- '17, excuse me.

22 MS. O'TOOLE: '17. Would that refresh your  
23 recollection?

24 MR. SALAMON: Yes.

25 MS. O'TOOLE: Okay. And who purchased the

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1 property? The Debtor?

2 MR. SALAMON: The Debtor.

3 MS. O'TOOLE: Okay. And then on the same day, did  
4 the Debtor sell the property?

5 MR. SALAMON: No.

6 MS. O'TOOLE: No? Are you aware of any subsequent  
7 sale?

8 MR. SALAMON: I wasn't. I found out afterwards.

9 MS. O'TOOLE: Okay. Did there come a time where  
10 there -- did you learn that the Debtor sold the property to  
11 Suffern Partners, LLC?

12 MR. SALAMON: If I --

13 MS. O'TOOLE: Did there come a time where you  
14 learned the Debtor sold the property, period?

15 MR. SALAMON: Yes.

16 MS. O'TOOLE: And when did you find that out?

17 MR. SALAMON: Last year, about.

18 MS. O'TOOLE: And last year, in 2018, you're  
19 saying?

20 MR. SALAMON: I think so.

21 MS. O'TOOLE: In the beginning of 2018, at the end  
22 of 2018?

23 MR. SALAMON: I didn't understand that it was a  
24 sale. It took me time to find out that this is what  
25 happened.

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1 MS. O'TOOLE: Okay, you're -- okay. This is what  
2 happens, assumes a lot of facts we haven't discussed, okay?  
3 There was a sale. The Debtor purchased the Novartis  
4 property --

5 MR. SALAMON: Right.

6 MS. O'TOOLE: Correct? And that purchase was for  
7 --

8 MR. SALAMON: Eighteen.

9 MS. O'TOOLE: \$18 million. Is that right?

10 MR. SALAMON: Yes.

11 MS. O'TOOLE: Did you approve of that sale?

12 MR. SALAMON: If I approved to buy it, yes.

13 MS. O'TOOLE: Okay. So you understood there was  
14 going to be a sale and the sale --

15 MR. SALAMON: At purchase.

16 MS. O'TOOLE: I'm sorry? At purchase. I'm sorry.

17 MR. SALAMON: -- company. That's why --

18 MS. O'TOOLE: And you're correct to correct me on  
19 that.

20 MR. SALAMON: I'm sorry.

21 MS. O'TOOLE: Right? So you understood there  
22 would be a purchase?

23 MR. SALAMON: Right.

24 MS. O'TOOLE: And you understood that that was  
25 consummated?

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1 MR. SALAMON: Yes.

2 MS. O'TOOLE: And you don't -- there was no issue  
3 related to that?

4 MR. SALAMON: No.

5 MS. O'TOOLE: As far as you understand. Is that  
6 correct?

7 MR. SALAMON: Yes.

8 MS. O'TOOLE: Did you -- your brother-in-law  
9 signed the petition. Before he signed it, did you review  
10 it?

11 MR. SALAMON: I did. I did.

12 MS. O'TOOLE: Okay. Did there -- did you ever  
13 come to learn that anything about the petition was  
14 incorrect?

15 MR. SALAMON: It was amended.

16 MS. O'TOOLE: Okay. And what was amended?

17 MR. SALAMON: I don't know if it was filed or...

18 MR. LEVINE: Just say what you know.

19 MS. O'TOOLE: Did you --

20 MR. SALAMON: I don't (indiscernible).

21 MS. O'TOOLE: You don't know if it was amended?

22 MR. SALAMON: No, I don't think -- no, if it was -  
23 - no, I don't know.

24 MS. O'TOOLE: Well, what did you think had to be  
25 amended?

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1 MR. SALAMON: Some creditors.

2 MS. O'TOOLE: Okay. And what did you need to  
3 amend with respect to the creditors? There was an amended  
4 Schedule E and F with the creditors. Is that what you're  
5 referring to?

6 MR. SALAMON: Yes.

7 MS. O'TOOLE: And what caused that to be filed?

8 MR. SALAMON: When we went over the creditors.

9 MS. O'TOOLE: And you did that with Mr. Pick, is  
10 that correct?

11 MR. SALAMON: Yes.

12 MS. O'TOOLE: And he was the attorney of record at  
13 the time?

14 MR. SALAMON: Yes.

15 MS. O'TOOLE: Okay. And that amended schedule was  
16 filed in or about October of 2017, is that correct?

17 MR. SALAMON: Yes.

18 MS. O'TOOLE: And what was the purpose of that  
19 amendment? Did you add or delete creditors?

20 MR. SALAMON: I don't remember.

21 MS. O'TOOLE: Okay. At about the time that you  
22 filed that amended schedule in or about October of 2017,  
23 had there -- a dispute arisen with respect to the ownership  
24 of the Novartis property?

25 MR. SALAMON: I don't understand. I'm sorry.

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1 MS. O'TOOLE: Withdrawn. Has there ever -- is  
2 there a dispute as to your ownership interest in the  
3 property currently?

4 MR. SALAMON: Yes.

5 MS. O'TOOLE: Okay. And why don't you describe to  
6 me what you believe the nature of that dispute is?

7 MR. SALAMON: In order -- I had Novartis -- in  
8 order to close, I needed to get either an assurance or -- he  
9 didn't want me to make face to one --

10 MS. O'TOOLE: Okay. I'm going to stop you there  
11 just because --

12 MR. SALAMON: Okay.

13 MS. O'TOOLE: -- we have a room full of people.  
14 I've read the transcript. I know what Judge Drain did. I  
15 know there's an amended order to assume the contract. The  
16 dispute had to do with Phase 2 and insurance. That's all  
17 done and it's closed. We're after the closing.

18 MR. SALAMON: Okay.

19 MS. O'TOOLE: That occurs in September of 2017.  
20 You said you understood it was closing; it closed. Did  
21 there subsequently arise any issue in your mind with respect  
22 to the transfer -- subsequent transfer to Suffern or your  
23 ownership interest relative to the property?

24 MR. SALAMON: Understood.

25 MS. O'TOOLE: Okay.

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1 MR. SALAMON: Yes.

2 MS. O'TOOLE: And what happened?

3 MR. SALAMON: I knew that I'm getting the mortgage  
4 from Bridgewater for the purchase of the Novartis property.

5 MS. O'TOOLE: And if I could stop you there; was  
6 there ever a mortgage from Bridgewater for the purpose of  
7 purchase of the Novartis property? Bridgewater ultimately  
8 was not the lender. Is that fair?

9 MR. SALAMON: Right.

10 MS. O'TOOLE: Okay, so then explain what arises  
11 with respect to your ownership.

12 MR. SALAMON: I knew that Bridgewater's  
13 (indiscernible) me the money -- for the Novartis, because  
14 they were supposed to give me the mortgage. What I found  
15 out later was that they didn't give me the money.

16 MS. O'TOOLE: Okay.

17 MR. SALAMON: They arranged it through someone  
18 else and they transferred the deed.

19 MS. O'TOOLE: Did you become aware that in order  
20 to get the mortgage a lender -- let's not talk about the  
21 name of the lender -- a lender required that there be equity  
22 in the property or equity showing on a balance sheet of at  
23 least \$12.5 million?

24 MR. SALAMON: Sorry?

25 MS. O'TOOLE: Do you not understand the question?

Page 22

1 MR. SALAMON: I didn't understand.

2 MS. O'TOOLE: Okay. Did it ever come to your  
3 attention that any lender was requiring that there be equity  
4 either in the property or in the hands of the ownership of  
5 the entity owning the property?

6 MR. SALAMON: They required what?

7 MS. O'TOOLE: Do you know what equity is, sir?

8 MR. SALAMON: It means --

9 MS. O'TOOLE: Money or value.

10 MR. SALAMON: -- money. Yes.

11 MS. O'TOOLE: Either collateral in terms of land  
12 or some kind of money.

13 MR. SALAMON: So besides the land, the wanted  
14 something else?

15 MS. O'TOOLE: Yes. Were you aware that a lender  
16 required that?

17 MR. SALAMON: I found out afterwards.

18 MS. O'TOOLE: Okay. And what did you find out?

19 MR. SALAMON: \$12.5 million.

20 MS. O'TOOLE: Okay. And did you ever come to  
21 learn that somebody loaned Suffern Partners, LLC \$12.5  
22 million?

23 MR. SALAMON: I found out, yes.

24 MS. O'TOOLE: Okay. And who did you understand  
25 had loaned that money?

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1                   MR. SALAMON: I believe it was someone in -- a  
2 person tell me that it's my money, that I loaned it. I  
3 didn't know about anything.

4                   MS. O'TOOLE: Did you ever have \$12.5 million to  
5 lend? No.

6                   MR. SALAMON: No.

7                   MS. O'TOOLE: So it wasn't your money. What was  
8 the name of the person or entity that loaned the money, the  
9 \$12.5 million?

10                  MR. SALAMON: It was (indiscernible).

11                  MS. O'TOOLE: Okay. Had you heard of  
12 (indiscernible) before?

13                  MR. SALAMON: No.

14                  MS. O'TOOLE: What's his first name?

15                  MR. SALAMON: (Indiscernible).

16                  MS. O'TOOLE: Okay. And did you understand that  
17 that \$12 million had to be returned to him within days of  
18 the closing?

19                  MR. LEVINE: Did you understand the time or...

20                  MR. SALAMON: At the time, I had no --

21                  MS. O'TOOLE: Okay.

22                  MR. SALAMON: -- clue about anything.

23                  MS. O'TOOLE: Okay.

24                  MR. SALAMON: -- all that.

25                  MS. O'TOOLE: Okay. So then I go back to where I

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1       started. At some point, there's a dispute about your  
2       ownership in the Novartis property. Is that correct?

3            MR. SALAMON: Yes.

4            MS. O'TOOLE: And that -- then there was some time  
5       spent with the rabbi and/or the rabbinical court trying to  
6       resolve that between the end of 2017 and when the adversary  
7       complaint was filed in the Bankruptcy Court in April or so  
8       of this year. Is that right?

9            MR. SALAMON: Right.

10          MS. O'TOOLE: Okay. And the dispute is, really,  
11       who owns the equity in the entity that now owns the Novartis  
12       property, correct?

13          MR. SALAMON: Correct.

14          MS. O'TOOLE: Okay. Did you ever have an  
15       understanding that you could purchase your interest back in  
16       the entity that owns the Novartis property if you came up  
17       with money?

18          MR. SALAMON: No.

19          MS. O'TOOLE: Okay. Did you have -- and what is  
20       the entity that owns the Novartis property, that you know  
21       now, not necessarily before?

22          MR. SALAMON: Suffern Partners.

23          MS. O'TOOLE: Okay. As of today, is it your  
24       belief that you have any ownership interest in Suffern  
25       Partners?

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1 MR. SALAMON: I believe I own a hundred percent.

2 MS. O'TOOLE: A hundred percent. Okay. And what  
3 is the basis of your belief that you own a hundred percent?

4 MR. SALAMON: Because it was transferred from RS  
5 Old Mill to Suffern Partners, supposedly, in order to get  
6 the mortgage for the Debtor.

7 MS. O'TOOLE: Okay. So when you say "it was  
8 transferred," you're saying title to the Novartis property  
9 was transferred to Suffern Partners, LLC. That's correct so  
10 far?

11 MR. SALAMON: Yes.

12 MS. O'TOOLE: And your understanding is that  
13 transfer occurred to secure a mortgage?

14 MR. SALAMON: To secure a mortgage for the Debtor.

15 MS. O'TOOLE: For the Debtor?

16 MR. SALAMON: For the Debtor.

17 MS. O'TOOLE: Okay. And did you have any  
18 understanding why title to the property needed to be  
19 transferred from RS Old Mill to another entity?

20 MR. SALAMON: Because the bank required --  
21 Bridgewater said in order to get financing for a company  
22 that's in the bankruptcy, it needs to be done this way.

23 MS. O'TOOLE: Okay. Did you have any  
24 understanding or did you discuss with anyone the fact that a  
25 Debtor in bankruptcy could not get a mortgage without Court

1 approval?

2 MR. SALAMON: Yes.

3 MS. O'TOOLE: And who did you discuss that with?

4 MR. SALAMON: With Tom Landrigan, a lawyer.

5 MS. O'TOOLE: And you say Tom Landrigan was your  
6 lawyer? Was he your personal lawyer?

7 MR. SALAMON: He asked me what I understood then  
8 and what I understand now.

9 MS. O'TOOLE: Well, when did you understand then?

10 MR. SALAMON: Then, I knew that Tom is my lawyer,  
11 representing --

12 MS. O'TOOLE: Not the Debtor's lawyer but your  
13 lawyer?

14 MR. SALAMON: No, I'm -- when I say "my," I mean  
15 the Debtor.

16 MS. O'TOOLE: Okay. So the Debtor's lawyer told  
17 you as the owner and principal of Debtor that it was a  
18 problem to get a mortgage with a bankrupt -- with a Debtor  
19 that was in bankruptcy. Is that correct?

20 MR. SALAMON: Right.

21 MS. O'TOOLE: And who else did you discuss this  
22 with?

23 MR. SALAMON: It was Doug Pick, Tom Landrigan, and  
24 Bridgewater, but they were supposed to give me the financing  
25 so we discussed about this and they got me from David

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1 Fleischmann a letter that --

2 MS. O'TOOLE: You're going ahead of me.

3 MR. SALAMON: Oh, I'm sorry.

4 MS. O'TOOLE: Who else was present? Was that a  
5 telephone call or were there many telephone calls?

6 MR. SALAMON: It was phone calls, yes.

7 MS. O'TOOLE: And who else was on those telephone  
8 calls?

9 MR. SALAMON: I don't remember.

10 MS. O'TOOLE: Okay. But it was Tom Landrigan,  
11 Doug Pick, and you said Bridgewater. Who was representing  
12 Bridgewater during those calls? Was it Genuth or Yunger?

13 MR. SALAMON: Both. Some calls were...

14 MS. O'TOOLE: Okay. So now we've established that  
15 there's no attorney-client privilege because the Landrigan  
16 and Pick ostensibly represent the Debtor; although,  
17 Landrigan was never retained formally in the bankruptcy or I  
18 should say the order was never entered. But you were  
19 discussing with a third party, Bridgewater, either Genuth or  
20 Yunger. Correct?

21 MR. SALAMON: Yes.

22 MS. O'TOOLE: What were the nature of those  
23 conversations? What was said?

24 MR. SALAMON: I'm paying the mortgage and helping  
25 because of environmental issues.

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1 MS. O'TOOLE: Okay. We're putting --

2 MR. SALAMON: We're not talking -- okay.

3 MS. O'TOOLE: -- environmental issues --

4 MR. SALAMON: Separate.

5 MS. O'TOOLE: -- in a basket.

6 MR. SALAMON: Okay.

7 MS. O'TOOLE: And we're not talking about them.

8 It doesn't -- okay? My question is, did people --  
9 withdrawn. Did the discussion include a discussion that a  
10 Debtor in bankruptcy could not obtain a mortgage without the  
11 Court's approval?

12 MR. SALAMON: It was more that this particular  
13 bank doesn't want to do it, not that --

14 MS. O'TOOLE: Which bank?

15 MR. SALAMON: Bridgewater said that one of their -  
16 - they are getting the financing and they require that it  
17 should be not the Debtor, just that I make it -- it should  
18 be a different LLC to -- for the mortgage.

19 MS. O'TOOLE: Okay. And what lender was requiring  
20 that, if you know?

21 MR. SALAMON: Bridgewater.

22 MS. O'TOOLE: Is Bridgewater in the business of  
23 giving loans?

24 MR. SALAMON: Yes.

25 MS. O'TOOLE: Okay. And -- okay, so Bridgewater

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1 itself was saying it didn't want to give the loan to a  
2 Debtor?

3 MR. SALAMON: Right. Bridgewater actually even  
4 told Judge Drain that they have the money to close.

5 MS. O'TOOLE: Well, it's -- All right. I read the  
6 transcripts. Let's leave it at that. The transcripts speak  
7 for themselves.

8 MR. SALAMON: Okay.

9 MR. LEVINE: I think he's referring to an  
10 affidavit that was submitted by Bridgewater.

11 MS. O'TOOLE: Okay. Perhaps. Did you ever  
12 discuss on any of those conversations that the parties did  
13 not want to go to the Bankruptcy Court for approval?

14 MR. SALAMON: They said that -- David Fleischmann  
15 gave a letter that we don't need.

16 MS. O'TOOLE: I know your answering about David  
17 Fleischmann. My question is very different. I want you to  
18 listen to the question and I'll ask it repeatedly if you're  
19 not focusing and answering what -- was it ever discussed  
20 that during any of those conversations that the parties did  
21 not want to go to the Bankruptcy Court for approval to  
22 obtain the mortgage or something called DIP financing?

23 MR. SALAMON: No.

24 MS. O'TOOLE: Never --

25 MR. SALAMON: Not that I --

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1 MS. O'TOOLE: -- discussed?

2 MR. SALAMON: Not that I remember.

3 MS. O'TOOLE: Okay. And would anything refresh  
4 your recollection?

5 MR. SALAMON: Could be.

6 MS. O'TOOLE: Okay. Do you have emails?

7 MR. SALAMON: I have emails. Yes.

8 MS. O'TOOLE: And did you exchange emails with Tom  
9 Landrigan, Doug Pick, and Bridgewater in or about the time  
10 that this financing was being discussed?

11 MR. SALAMON: Yes.

12 MS. O'TOOLE: Okay. Have you retained those  
13 emails?

14 MR. SALAMON: Yes.

15 MS. O'TOOLE: And you understand that there's a  
16 litigation hold and that you cannot destroy any information  
17 relative to this entire transaction beginning at or before  
18 the time you started to negotiation with Novartis, correct?

19 MR. SALAMON: Yes.

20 MS. O'TOOLE: What emails addresses did you use?

21 MR. SALAMON: Yidel, Y-I-D-E-L, 11219 at Gmail.

22 MS. O'TOOLE: Any other email addresses?

23 MR. SALAMON: No.

24 MS. O'TOOLE: Did Mr. Kaufman ever use email  
25 addresses in connection with the business of the Debtor?

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1 MR. SALAMON: No.

2 MS. O'TOOLE: Are books and records of the Debtor  
3 located at any location other than the Novartis property?

4 MR. SALAMON: I believe it's there.

5 MS. O'TOOLE: You believe --

6 MR. SALAMON: It should be there.

7 MS. O'TOOLE: So that's one place it would be.

8 MR. SALAMON: Yes.

9 MS. O'TOOLE: Second place it could be is  
10 potentially with Mr. Nash or Mr. Levine. Is that correct?

11 MR. SALAMON: Mr. Nash? No. Pick.

12 MS. O'TOOLE: Okay and do --

13 MR. SALAMON: Tom Landrigan.

14 MS. O'TOOLE: Do you have any books and records in  
15 your custody, possession, and control?

16 MR. SALAMON: No.

17 MS. O'TOOLE: Any location controlled by you?

18 MR. SALAMON: No.

19 MS. O'TOOLE: You have no papers whatsoever --

20 MR. SALAMON: I have --

21 MS. O'TOOLE: -- related to the Debtor?

22 MR. SALAMON: For the -- I have from emails that -

23 -

24 MS. O'TOOLE: Are you saying that the only  
25 documents you have relative to this Debtor currently are

1 emails?

2 MR. SALAMON: I have to verify.

3 MS. O'TOOLE: Okay. Listen. Do you have paper or  
4 not? Any paper whatsoever related to the Debtor?

5 MR. SALAMON: My office should have some.

6 MS. O'TOOLE: And where is your office?

7 MR. SALAMON: 4921 12th.

8 MS. O'TOOLE: 4921 --

9 MR. SALAMON: -- 21 12th Avenue.

10 MS. O'TOOLE: -- 12th Avenue, in what --

11 MR. SALAMON: Brooklyn.

12 MS. O'TOOLE: Okay.

13 MR. SALAMON: 11219.

14 MS. O'TOOLE: 11209?

15 MR. SALAMON: 19.

16 MS. O'TOOLE: Are any other businesses --

17 MR. LEVINE: 11219.

18 MS. O'TOOLE: Are any other businesses located at  
19 that address?

20 MR. SALAMON: Yes.

21 MS. O'TOOLE: What businesses are located at that  
22 address?

23 MR. SALAMON: Supermarket.

24 MS. O'TOOLE: What supermarket?

25 MR. SALAMON: Yidel's Supermarket.

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1 MS. O'TOOLE: Okay. Okay, and what -- how long  
2 has Yidel's Supermarket been located at that address?

3 MR. SALAMON: Ten, 15 years.

4 MS. O'TOOLE: Okay. As a result of the sale --  
5 and when I use "sale," I'll use any subsequent transfers  
6 that occurred on or about September, 2017 -- as a result of  
7 that sale, did you or any entity owned or controlled by you  
8 directly or indirectly receive any funds from that sale?

9 MR. SALAMON: No.

10 MS. O'TOOLE: What is Star Food? Do you know what  
11 it is?

12 MR. SALAMON: I don't know.

13 MS. O'TOOLE: You don't know what it is?

14 MR. SALAMON: It's not me.

15 MS. O'TOOLE: Okay. It's different to say, it's  
16 not me than do you know what it is. What is Star Food?

17 MR. SALAMON: I don't -- I don't recall.

18 MS. O'TOOLE: You don't recall or you don't want  
19 to tell me?

20 MR. SALAMON: No, no, I (indiscernible).

21 MS. O'TOOLE: I'm sorry?

22 MR. SALAMON: I don't know.

23 MS. O'TOOLE: You don't know what Star Food is?

24 MR. SALAMON: Right.

25 MS. O'TOOLE: Did there come a time where you

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1 directed Tom Landrigan to transfer funds to Star Foods?

2 MR. SALAMON: I remember about it, but I don't --  
3 but it -- I'm trying to remember what it was for.

4 MS. O'TOOLE: Okay. This was a real estate  
5 transaction, correct?

6 MR. SALAMON: A real estate. Yes.

7 MS. O'TOOLE: Okay. Would there any -- be any  
8 reason with a real estate transaction that several hundred  
9 thousand dollars would be transferred to a food company?

10 MR. SALAMON: What I understood then, to the best  
11 of my knowledge, if they had demanded some money for the  
12 closing.

13 MS. O'TOOLE: Okay, and which closing is that?

14 MR. SALAMON: For the Novartis closing and --

15 MS. O'TOOLE: Novartis closing with the Debtor?

16 MR. SALAMON: With the Debtor, yes.

17 MS. O'TOOLE: And so you think that Star Foods  
18 advanced some money?

19 MR. SALAMON: Right.

20 MS. O'TOOLE: And would that be reflected, then,  
21 on the closing statement?

22 MR. SALAMON: Should...

23 MS. O'TOOLE: Well, how much money did Star Foods  
24 receive as a result of -- from Mr. Landrigan, if you know?

25 MR. SALAMON: You said before, so about 700.

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1 MS. O'TOOLE: Okay. And how much had Star Foods  
2 advanced?

3 MR. SALAMON: The same amount. It was -- the  
4 amount that --

5 MS. O'TOOLE: (Indiscernible).

6 MR. SALAMON: Yes.

7 MS. O'TOOLE: Okay. And what bank -- who did Star  
8 Foods transfer the money to, the Debtor?

9 MR. SALAMON: It was not direct to the Debtor. It  
10 was to -- for the closing to get --

11 MS. O'TOOLE: Okay, so what -- the money has to  
12 come from someplace. It either comes by wire. It comes by  
13 check. But it doesn't come by osmosis. How does the money  
14 get to the closing table and what was it used for, that came  
15 from Star Foods?

16 MR. SALAMON: I don't remember. I'm going to have  
17 to get you the information.

18 MS. O'TOOLE: Are there bank records that would  
19 reflect that?

20 MR. SALAMON: Yes.

21 MS. O'TOOLE: Does Mr. Landrigan have that  
22 information?

23 MR. SALAMON: He should have it --

24 MS. O'TOOLE: Did it go into an account that was  
25 controlled by Mr. Landrigan?

1 MR. SALAMON: Yes.

2 MS. O'TOOLE: It was -- so your testimony is that  
3 the money from Star Foods went into an account controlled by  
4 Mr. Landrigan prior to the Debtor's closing of the Novartis  
5 sale?

6 MR. SALAMON: I'm not sure that those -- the 700  
7 from Landrigan went to Star Foods.

8 MS. O'TOOLE: Well, I know that.

9 MR. SALAMON: Okay. Then you're asking how it  
10 went -- the other way, how -- what advance --

11 MS. O'TOOLE: Your testimony is that it went in  
12 and they were being repaid.

13 MR. SALAMON: Right.

14 MS. O'TOOLE: Similar to the 12.5 that went in and  
15 was repaid. So is there a document that reflects, first,  
16 that Star Food was advancing money that would be repaid? Is  
17 there a promissory note?

18 MR. SALAMON: I have to find it for you.

19 MS. O'TOOLE: Well, you have to find it, suggests  
20 it exists. Is there a promissory note that exists for Star  
21 Food to make an advance for the closing?

22 MR. SALAMON: I believe so.

23 MS. O'TOOLE: And who would have that document?

24 MR. SALAMON: Tom Landrigan.

25 MS. O'TOOLE: Okay. And by the way, are there any

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1 other parties that are -- withdrawn. So you're saying there  
2 may be a promissory note --

3 MR. SALAMON: From Star Foods?

4 MS. O'TOOLE: From Star Foods to who? To what?

5 What entity? What individual?

6 MR. SALAMON: I believe to the Debtor.

7 MS. O'TOOLE: To the Debtor? So it should show up  
8 in the Debtor's --

9 MR. SALAMON: Right.

10 MS. O'TOOLE: -- in possession bank account?

11 When's the advance made?

12 MR. SALAMON: It was in the few months before the  
13 closing.

14 MS. O'TOOLE: Okay, so --

15 MR. SALAMON: So the closing was --

16 MS. O'TOOLE: The closing's September.

17 MR. SALAMON: Yes --

18 MS. O'TOOLE: The Debtor files for bankruptcy on  
19 March 29th, so you have --

20 MR. SALAMON: In between.

21 MS. O'TOOLE: -- you have six months, so the  
22 Debtor gets money during the bankruptcy, approximately \$700  
23 -- \$700,000. We're rounding the number, from Star Food,  
24 correct?

25 MR. SALAMON: I believe so.

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1 MS. O'TOOLE: Okay. Where did the Debtor maintain  
2 its DIP account?

3 MR. SALAMON: In Capital One.

4 MS. O'TOOLE: Capital One? All right. I'm making  
5 demand for any and all of Debtor's bank statements, and that  
6 includes the DIP account, all right? Do you have copies of  
7 those bank statements?

8 MR. SALAMON: I'm going to get you.

9 MS. O'TOOLE: Who would have copies of them?

10 MR. SALAMON: I should have.

11 MS. O'TOOLE: During the pendency of the  
12 bankruptcy, did any other money go into the Capital One  
13 account?

14 MR. SALAMON: No.

15 MS. O'TOOLE: The DIP account. No? No?

16 MR. SALAMON: No.

17 MS. O'TOOLE: But you're saying the Star Food  
18 money did go into the DIP account in advance of the closing?

19 MR. SALAMON: It didn't -- what I understood is  
20 that it went straight to expenses for the closing.

21 MS. O'TOOLE: Okay, expenses for the closing is  
22 not -- whose expenses? Who got the money? Where did the  
23 money go? Did it go to Landrigan? Did it go to a title  
24 company? Where did the money go? You're saying what it was  
25 used for, but where did the money go?

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1 MR. SALAMON: I --

2 MS. O'TOOLE: Who received it?

3 MR. SALAMON: I don't remember. I'm going to have  
4 to look at the record.

5 MS. O'TOOLE: And you say there's a promissory  
6 note reflecting advancing this money and the repayment of  
7 the money.

8 MR. SALAMON: Right.

9 MS. O'TOOLE: Okay. Are there any other  
10 agreements that exist with respect to the ownership of the  
11 Novartis property? Was anybody else supposed to get an  
12 interest in the Novartis property?

13 MR. SALAMON: No.

14 MS. O'TOOLE: Were any of the attorneys that you  
15 were working with, did they ever negotiate to get an  
16 interest in the Debtor, the Novartis property, or any  
17 litigation related to the Novartis property?

18 MR. SALAMON: Suffern Partners.

19 MS. O'TOOLE: Suffern Partners what?

20 MR. SALAMON: Bridgewater wanted also to get  
21 interest for -- of the property.

22 MS. O'TOOLE: Okay. And that's the equity dispute  
23 that exists, if that's what you're referring to?

24 MR. SALAMON: Right.

25 MS. O'TOOLE: And that's Goldie Reisman and

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1 there's an adversary proceeding related to that. My  
2 question's a little bit different. Did any attorney that  
3 has worked for you negotiate an agreement, whether it was  
4 signed or not signed, to get an interest in the Debtor, in  
5 Suffern Partners, and/or in any litigation related to this  
6 bankruptcy?

7 MR. SALAMON: Yes.

8 MS. O'TOOLE: And what attorney did that?

9 MR. SALAMON: Tom Landrigan.

10 MS. O'TOOLE: He had an interest in the  
11 bankruptcy?

12 MR. SALAMON: He didn't --

13 MS. O'TOOLE: Withdrawn. Tom Landrigan, what?

14 MR. SALAMON: Tried to negotiate.

15 MS. O'TOOLE: What? To get a piece of the deal?

16 MR. SALAMON: Not him.

17 MS. O'TOOLE: What did he try to negotiate?

18 MR. SALAMON: That instead of \$18 million, he's  
19 going to bring -- they're going to bring \$30 million for the  
20 Debtor so we're going to have extra money to build up the  
21 property.

22 MS. O'TOOLE: Okay.

23 MR. SALAMON: To stabilize the --

24 MS. O'TOOLE: That's not the question I asked you.  
25 The question I asked you is, did any of the attorneys that

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1 you have worked with -- Landrigan, Pick, Nash, Mr. Levine,  
2 any of them -- negotiate so they would get a piece of the  
3 deal --

4 MR. SALAMON: Oh, no --

5 MS. O'TOOLE: -- interest in the deal?

6 MR. SALAMON: No, that's not it.

7 MS. O'TOOLE: An interest in any LLC? An interest  
8 in any litigation outcome?

9 MR. SALAMON: No.

10 MS. O'TOOLE: Okay.

11 MR. SALAMON: I'm sorry, I didn't --

12 MS. O'TOOLE: Okay.

13 MR. SALAMON: I didn't hear the question.

14 MS. O'TOOLE: Did the Debtor cause its proposed  
15 counsel, either Mr. Nash or Mr. Levine to be paid anything?

16 MR. SALAMON: If we made (indiscernible).

17 MS. O'TOOLE: You don't understand?

18 MR. SALAMON: Right.

19 MS. O'TOOLE: Okay. So Debtor has a new attorney,  
20 correct?

21 MR. SALAMON: Right.

22 MS. O'TOOLE: It's proposing a new attorney --

23 MR. SALAMON: Right.

24 MS. O'TOOLE: -- although the old attorney never  
25 withdrew. Is that correct?

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1 MR. SALAMON: Right.

2 MS. O'TOOLE: Okay. Did you pay Mr. Nash or Mr.  
3 Levine any money in connection with those proposed  
4 retentions?

5 MR. SALAMON: Yes, but not from the Debtor.

6 MS. O'TOOLE: Okay. And what were they paid?

7 MR. SALAMON: How much money?

8 MS. O'TOOLE: Yes.

9 MR. SALAMON: Think it was 25 --

10 MS. O'TOOLE: \$25,000?

11 MR. SALAMON: Yeah.

12 MS. O'TOOLE: And who paid that money? Where did  
13 the money come from?

14 MR. SALAMON: Me.

15 MS. O'TOOLE: And where did you get the money?

16 MR. SALAMON: Other assets.

17 MS. O'TOOLE: And what other assets?

18 MR. SALAMON: From other businesses.

19 MS. O'TOOLE: Okay --

20 MR. SALAMON: Are you asking which --

21 MS. O'TOOLE: You're not being specific. Did you  
22 go to the bank and take out cash? Did you send it by wire?

23 MR. SALAMON: What wire?

24 MS. O'TOOLE: What entity's bank account? Did it  
25 come from your personal account?

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1 MR. SALAMON: Not from my personal.

2 MS. O'TOOLE: These are easy questions.

3 MR. SALAMON: Not from personal.

4 MS. O'TOOLE: Okay. So what business account did  
5 the money come from?

6 MR. SALAMON: I believe from my son's.

7 MS. O'TOOLE: Your son's?

8 MR. SALAMON: Yeah.

9 MS. O'TOOLE: Okay. And which son?

10 MR. SALAMON: David.

11 MS. O'TOOLE: And what bank was that at?

12 MR. SALAMON: I don't remember.

13 MS. O'TOOLE: Do you have signatory authority on  
14 that account?

15 MR. SALAMON: No.

16 MS. O'TOOLE: Are you able to initiate wires on  
17 that account?

18 MR. SALAMON: No.

19 MS. O'TOOLE: Okay. So when you get money from  
20 your son's account, how do you cause that to occur?

21 MR. SALAMON: I ask him to do it and he does it.

22 MS. O'TOOLE: Okay. Have you ever caused monies  
23 belonging to you or an entity controlled by you to be  
24 deposited into David Salamon's bank account?

25 MR. SALAMON: If I ever deposited money to my --

1 MS. O'TOOLE: Well, you're doing a good job  
2 rephrasing, but listen to my question. The question is, did  
3 you or an entity controlled by you ever cause monies to be  
4 deposited into an account in the name of David Salamon or  
5 controlled by David Salamon?

6 MR. SALAMON: Yes.

7 MS. O'TOOLE: Okay. And when did you do that?

8 MR. SALAMON: It was, I believe, in '16.

9 MS. O'TOOLE: Have you done it more than once?

10 MR. SALAMON: Yes.

11 MS. O'TOOLE: Okay. And did you do it in  
12 connection with the deposit that was used for the Novartis  
13 contract?

14 MR. SALAMON: Yes.

15 MS. O'TOOLE: Okay. So -- and where did the funds  
16 -- and to be specific, the \$2.5 million that was used as a  
17 deposit from the Novartis contract came from an account in  
18 the name of or controlled by David Salamon, correct?

19 MR. SALAMON: Yes.

20 MS. O'TOOLE: And where did that money come from  
21 that he had in that account?

22 MR. SALAMON: He -- it was numerous deals that was  
23 done.

24 MS. O'TOOLE: Was it from a closing on another  
25 account -- closing on another piece of property that that

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1 money was deposited?

2 MR. SALAMON: Yes.

3 MS. O'TOOLE: And is that closing, was that  
4 subject to litigation in State Court?

5 MR. SALAMON: Yes.

6 MS. O'TOOLE: And as a result of that litigation,  
7 was it determined that the funds there and the satisfactions  
8 provided there were fraudulent?

9 MR. SALAMON: No.

10 MS. O'TOOLE: Okay. Going back to the \$2.5  
11 million, was that money -- the \$2.5 million which was the  
12 down payment, the deposit -- yes --

13 MR. SALAMON: Yes.

14 MS. O'TOOLE: You understand? Was that money  
15 supposed to be returned by the Debtor to your son?

16 MR. SALAMON: No.

17 MS. O'TOOLE: So why did he make a deposit if he  
18 didn't have any interest in the deal?

19 MR. SALAMON: Because one of his obligations was  
20 to give me the 2.5.

21 MS. O'TOOLE: And what was -- what do you mean,  
22 one of his obligations? Is there a written agreement?

23 MR. SALAMON: Yes.

24 MS. O'TOOLE: Why -- there is a written agreement?  
25 I'm going to make demand for a copy of the written agreement

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1 with respect to the 2.5. And why did he have to give you  
2 \$2.5 million?

3 MR. SALAMON: Because I sold him some merchandise,  
4 some...

5 MS. O'TOOLE: Merchandise? Was that food? Was  
6 that on an Amazon platform? What was that about?

7 MR. SALAMON: It was -- I have to see from this  
8 how it went because we had a few deals with him.

9 MS. O'TOOLE: You had a few deals with your son?

10 MR. SALAMON: With my son, yes.

11 MS. O'TOOLE: Okay. And how many sons do you  
12 have?

13 MR. SALAMON: Four.

14 MS. O'TOOLE: And do you have deals with any of  
15 your other sons?

16 MR. SALAMON: I have -- I had one with one son.

17 MS. O'TOOLE: Okay. And David's in Boston, is  
18 that correct?

19 MR. SALAMON: No.

20 MS. O'TOOLE: No? Where is he?

21 MR. SALAMON: In (indiscernible).

22 MS. O'TOOLE: Okay. Did you tell me he was in  
23 Boston the other day?

24 MR. SALAMON: In Boston is the lawyer.

25 MS. O'TOOLE: David Salamon, the lawyer?

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1 MR. SALAMON: No/

2 MS. O'TOOLE: Steven Friedman? No.

3 MR. SALAMON: No.

4 MR. LEVINE: Mitch Levine.

5 MS. O'TOOLE: Mitch Levine. Okay. All right.

6 Turning now -- so the books and records, they're either  
7 going to be at your place in Brooklyn, they may be with Mr.  
8 Nash, they may be with Mr. Pick, they may be with Mr.  
9 Levine; and some of them, you assert, were on the premises -  
10 -

11 MR. SALAMON: Right.

12 MS. O'TOOLE: -- of Novartis? Is that correct?

13 MR. SALAMON: Right.

14 MS. O'TOOLE: And you had built out an office --

15 MR. SALAMON: In Novartis.

16 MS. O'TOOLE: -- in Novartis but at some point,  
17 you were dispossessed --

18 MR. SALAMON: Right.

19 MS. O'TOOLE: -- of your access to the property.

20 Can you fix the time when you were purportedly dispossessed  
21 of your property? Well, dispossessed of your office at the  
22 Novartis property.

23 MR. SALAMON: Well, the -- I don't remember  
24 exactly.

25 MS. O'TOOLE: Okay, well what occurred? Did you

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1 arrive there one day and your key didn't work? Were you  
2 physically removed from the premises?

3 MR. SALAMON: We have guards. They didn't let me  
4 go in.

5 MS. O'TOOLE: Okay. And you have no recollection.  
6 Can you fix it around a particular holiday?

7 MR. SALAMON: I don't remember.

8 MS. O'TOOLE: And did you then contact somebody  
9 and say, I wasn't allowed in, what happened?

10 MR. SALAMON: Ye.

11 MS. O'TOOLE: Who'd you contact?

12 MR. SALAMON: Bridgewater.

13 MS. O'TOOLE: And when you say Bridgewater, who  
14 was that?

15 MR. SALAMON: Mark Yunger.

16 MS. O'TOOLE: Yunger?

17 MR. SALAMON: Yeah.

18 MS. O'TOOLE: And what did he say to you?

19 MR. SALAMON: It was, no, it's not you. I was  
20 just -- and then the -- I mean --

21 MS. O'TOOLE: So there was a dispute as to who  
22 owned --

23 MR. SALAMON: Suffern.

24 MS. O'TOOLE: -- the interest in Suffern Partners  
25 --

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1 MR. SALAMON: Right.

2 MS. O'TOOLE: Right? And then there was an  
3 attempt and their continuing attempt to reconcile the 65  
4 percent versus 35 percent ownership in Suffern Park, right?

5 MR. SALAMON: Right.

6 MS. O'TOOLE: All right. And that's really what  
7 this is all about, right?

8 MR. SALAMON: Right.

9 MS. O'TOOLE: Who owns Suffern Partners.

10 MR. SALAMON: Right.

11 MS. O'TOOLE: Not about who owns the Debtor,  
12 correct?

13 MR. SALAMON: The question who owns Suffern  
14 Partners is the debt -- when I say that I own it, I don't  
15 own it personally. It's the Debtor owning it.

16 MS. O'TOOLE: Well, isn't it true that your  
17 ownership in Suffern Partners was through an entity called  
18 Lone Pine, not through the Debtor?

19 MR. SALAMON: I don't think so.

20 MS. O'TOOLE: Is the Debtor in the organizational  
21 structure of Suffern Partners, LLC?

22 MR. SALAMON: That's what I understood.

23 MS. O'TOOLE: And how did you understand it? What  
24 would it look like if we did a diagram of the organizational  
25 chart?

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1 MR. SALAMON: That Suffern Partners is owned by --  
2 65 percent was going to be the Debtor.

3 MS. O'TOOLE: The Debtor.

4 MR. SALAMON: Right.

5 MS. O'TOOLE: And who owns the other 35 percent in  
6 your --

7 MR. SALAMON: Well, that --

8 MS. O'TOOLE: -- of it?

9 MR. SALAMON: The Bridgewater, Goldie Reisman,  
10 whatever.

11 MS. O'TOOLE: Okay. didn't there come a time  
12 where \$12.5 million was put up in connection with Suffern  
13 acquiring the property?

14 MR. SALAMON: I didn't know about it until --

15 MS. O'TOOLE: Okay. Were you ever given the  
16 option to buy your equity in Suffern Partners, LLC?

17 MR. SALAMON: You're talking about the 35 percent?

18 MS. O'TOOLE: Any percent. Were you ever -- was  
19 there ever a written agreement where you or an entity  
20 controlled by you would have the right to have a percentage  
21 in Suffern Partners if you came up with a certain amount of  
22 money, you release Goldie Reisman's guarantee, and you  
23 released the Brooklyn property which was posted as  
24 collateral for the \$33 million loan?

25 MR. SALAMON: Yes, for the 35 percent of it.

1 MS. O'TOOLE: Okay. Did you ever -- did there  
2 ever come a time where Goldie Reisman's guarantee was  
3 released?

4 MR. SALAMON: No.

5 MS. O'TOOLE: Did there ever come a time where the  
6 Brooklyn property -- and that's 14 North -- was ever  
7 released as collateral for the loan on the \$33 million?

8 MR. SALAMON: I don't think so.

9 MS. O'TOOLE: Okay. And did there ever come a  
10 time where you came up with capital in any amount to put  
11 into Suffern Partners, LLC?

12 MR. SALAMON: No.

13 MS. O'TOOLE: Okay. So the initial down payment  
14 is through your son. Also, then, the only other money you  
15 put in, directly or indirectly, was through Star Food?

16 MR. SALAMON: Star Food and me.

17 MS. O'TOOLE: Okay. Do you have any of your own  
18 money in this deal anywhere along the line --

19 MR. SALAMON: Sure.

20 MS. O'TOOLE: -- whether it's in the Debtor,  
21 whether it's in Suffern, and how was your money in the deal?

22 MR. SALAMON: How -- the \$2.5 million that my son  
23 owes me, I mean, my son needed to give me --

24 MS. O'TOOLE: Okay. And you're going to give me  
25 the documents that reflect that in writing as well as how

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1 the money was transferred, so let's table that. What other  
2 money --

3 MR. SALAMON: So you're asking besides the 2.5?

4 MS. O'TOOLE: I said beside the 2.5, besides the  
5 Star Food money, what other money did you put into the deal?

6 MR. SALAMON: Legal fees, (indiscernible).

7 MS. O'TOOLE: Have you paid -- during the pendency  
8 of the bankruptcy, have you paid Mr. Pick any money?

9 MR. SALAMON: No.

10 MS. O'TOOLE: Okay. Did you cause Mr. Landrigan  
11 to pay Pick money from the proceeds of the sale?

12 MR. SALAMON: I told him? No.

13 MS. O'TOOLE: You told him no?

14 MR. SALAMON: I --

15 MS. O'TOOLE: Who did you tell no?

16 MR. SALAMON: No, I didn't tell him.

17 MS. O'TOOLE: I'm saying, did you? The questions  
18 is, did you and your answer could be no. I'm just asking  
19 you, did you cause any money from the proceeds of the  
20 transaction on September 2017 -- in September 2017 to be  
21 transferred to Mr. Pick?

22 MR. SALAMON: No.

23 MS. O'TOOLE: Did you -- have you paid any other  
24 attorneys any other money since this case was started,  
25 yourself or through an entity controlled by you?

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1 MR. SALAMON: I paid Levine. I paid --

2 MS. O'TOOLE: What did you pay Levine?

3 MR. SALAMON: Whatever...

4 MS. O'TOOLE: I don't know whatever means. Look  
5 at me. He's not going to answer it for you. How much did  
6 you pay Levine?

7 MR. SALAMON: I don't remember.

8 MS. O'TOOLE: You don't remember or you don't want  
9 to tell me?

10 MR. SALAMON: No, I don't remember.

11 MS. O'TOOLE: When did you pay it to him?

12 MR. SALAMON: You're talking for the Debtor,  
13 right?

14 MS. O'TOOLE: I'm asking, did you or an entity  
15 controlled by you cause any money to be transferred to Mr.  
16 Levine since the bankruptcy case was filed.

17 MR. SALAMON: (Indiscernible) just clarity.

18 MS. O'TOOLE: You're not taking pictures, are you?  
19 Okay.

20 MR. SALAMON: So do you mean transferred from the  
21 Debtor to the lawyer or --

22 MS. O'TOOLE: I'm going to ask it again. Did you  
23 or an entity controlled by you cause any money to be  
24 transferred to Mr. Levin since this case was filed in March?

25 MR. LEVINE: In connection with any matter?

1 MS. O'TOOLE: Connection with any matter.

2 MR. SALAMON: Oh, yes.

3 MS. O'TOOLE: Okay. And what matters have you  
4 paid -- caused money to be transferred to Mr. Levine?

5 MR. SALAMON: I've -- RS Old Mills.

6 MS. O'TOOLE: And how much did you transfer for RS  
7 Old Mills?

8 MR. SALAMON: I don't remember.

9 MS. O'TOOLE: Where did the money come from?

10 MR. SALAMON: From my businesses.

11 MS. O'TOOLE: And which businesses in particular?

12 MR. SALAMON: Mine or my son's.

13 MS. O'TOOLE: Yours or your son's

14 MR. SALAMON: Right.

15 MS. O'TOOLE: What businesses?

16 MR. SALAMON: Or Amazon or --

17 MS. O'TOOLE: Or Amazon? And when you say Amazon,  
18 you don't own Amazon. You mean some platform that you  
19 control --

20 MR. SALAMON: Right, right, right.

21 MS. O'TOOLE: -- on Amazon, correct?

22 MR. SALAMON: Right.

23 MS. O'TOOLE: And how -- you have no idea? Over a  
24 hundred thousand, more than a hundred thousand?

25 MR. SALAMON: More than a hundred thousand.

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1 MS. O'TOOLE: More than a hundred thousand.

2 MR. SALAMON: Yes.

3 MS. O'TOOLE: In connection with RS Old Mills?

4 MR. SALAMON: I believe so.

5 MS. O'TOOLE: And when did you first speak to Mr.  
6 Levine about RS Old Mills?

7 MR. SALAMON: Probably before the closings.

8 MS. O'TOOLE: Okay, and did he represent you in  
9 connection with the State Court order to show cause with  
10 respect to the environmental liability insurance?

11 MR. SALAMON: Right.

12 MS. O'TOOLE: Okay. And you spoke to Mr. Levine  
13 prior to the closing of the Novartis transaction in  
14 September of 2017?

15 MR. SALAMON: Sure, he made it --

16 MS. O'TOOLE: Right, because that predates it,  
17 right?

18 MR. SALAMON: Yeah.

19 MS. O'TOOLE: Okay. And so what -- aside from --  
20 withdrawn. Did your conversations -- withdrawn. How much  
21 did you cause Mr. Pick to be paid, either through your own  
22 entities or any other entity controlled by you?

23 MR. SALAMON: I don't remember.

24 MS. O'TOOLE: Well, did you pay him anything to  
25 file the case?

1 MR. SALAMON: Yes.

2 MS. O'TOOLE: How much did you pay him to file the  
3 case?

4 MR. SALAMON: I think it was 25.

5 MS. O'TOOLE: Okay. And then after he filed the  
6 case, did you pay him or an entity controlled by you pay  
7 Doug Pick any money?

8 MR. SALAMON: I know that from the closing money -  
9 -

10 MS. O'TOOLE: And that's the money that Mr.  
11 Landrigan wired to Mr. Pick.

12 MR. SALAMON: Right.

13 MS. O'TOOLE: Other than that money and the  
14 \$25,000, did you or an entity controlled by you cause Mr.  
15 Pick to be paid any money in connection with this case?

16 MR. SALAMON: I don't think so.

17 MS. O'TOOLE: You don't think so or you don't  
18 know.

19 MR. SALAMON: I don't remember.

20 MS. O'TOOLE: How about Reiss Sheppe, LLP? Have  
21 you paid them anything in connection with the Novartis  
22 transaction? Well, you know Steven Friedman, right?

23 MR. SALAMON: Right.

24 MS. O'TOOLE: And Steven Friedman caused Lone Pine  
25 to be formed, is that correct?

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1 MR. SALAMON: Right.

2 MS. O'TOOLE: Okay. And had you retained him for  
3 that purpose?

4 MR. SALAMON: For that --

5 MS. O'TOOLE: Yes?

6 MR. SALAMON: Yes.

7 MS. O'TOOLE: And the purpose of creating Lone  
8 Pine was to address the equity split in Suffern, isn't that  
9 right?

10 MR. SALAMON: Right.

11 MS. O'TOOLE: Okay, and you were going to hold  
12 your interest in Suffern Partners, LLC through Lone Pine?

13 MR. SALAMON: I --

14 MS. O'TOOLE: If you were going to hold it at all,  
15 isn't that right? That entity was created in or about  
16 August 28th of 2017, isn't that correct, sir?

17 MR. SALAMON: I understand that the Debtor is  
18 going to.

19 MS. O'TOOLE: Well, why did you cause Lone Pine to  
20 be created?

21 MR. SALAMON: What I understood is the thirty --  
22 to buy the 35 percent.

23 MS. O'TOOLE: Lone Pine was going to hold the 35  
24 percent for who?

25 MR. SALAMON: There was so much negotiation that I

1 am confused.

2 MS. O'TOOLE: So on August 28th of 2017, Lone Pine  
3 is created, right?

4 MR. SALAMON: Right.

5 MS. O'TOOLE: And Reiss Sheppe was representing  
6 you, correct?

7 MR. SALAMON: Right.

8 MS. O'TOOLE: Okay. And then separately on that  
9 date, there's created MY Suffern Partners, LLC, is that  
10 right? And that's for Mr. Yunger. And then there's also  
11 created the -- an entity, IG Suffern Partners, LLC for Mr.  
12 Genuth, right? Yes?

13 MR. SALAMON: I don't know.

14 MS. O'TOOLE: Okay. At or about that time, there  
15 was the discussion about how equity in Suffern Partners was  
16 going to be addressed, right?

17 MR. LEVINE: What time we talking about?

18 MS. O'TOOLE: This is August 28th of 2017 --

19 MR. LEVINE: Okay.

20 MS. O'TOOLE: -- approximately a week before the  
21 Novartis closing. Does that refresh your recollection?

22 MR. SALAMON: No.

23 MS. O'TOOLE: Okay. All right. Let's turn to the  
24 creditors in this case. The first creditor that's listed on  
25 the bankruptcy petition is Alpine Fine Construction. It's

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1 listed as a general unsecured claim. Well, I shouldn't say  
2 it's on the petition. It's on Document 64 which is the  
3 amendment to the bankruptcy petition. What is that debt?  
4 Why does the Debtor Alpine Fine Construction \$210,000?

5 MR. SALAMON: I don't remember it's 210, but --

6 MS. O'TOOLE: I'm sorry. What were those words  
7 you said?

8 MR. SALAMON: I don't remember it's \$210,000.

9 MS. O'TOOLE: Okay, well -- just what's the debt -  
10 -

11 MR. SALAMON: Okay.

12 MS. O'TOOLE: -- to Alpine?

13 MR. SALAMON: He did work in --

14 MS. O'TOOLE: Who's he?

15 MR. SALAMON: Meshulam, Alpine Construction.

16 MS. O'TOOLE: Okay. And you're referring to a he.

17 Who's the he --

18 MR. SALAMON: Yeah --

19 MS. O'TOOLE: -- in Alpine?

20 MR. SALAMON: Meshulam.

21 MS. O'TOOLE: Okay.

22 MR. SALAMON: We were going to fix over the place.

23 MS. O'TOOLE: And the place is the Novartis  
24 property?

25 MR. SALAMON: (Indiscernible). Right.

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1 MS. O'TOOLE: And what did he do? Is there a  
2 contract?

3 MR. SALAMON: Yes.

4 MS. O'TOOLE: So you're going to give me the  
5 contract?

6 MR. SALAMON: Sure.

7 MS. O'TOOLE: Okay. Were any payments made on the  
8 contract?

9 MR. SALAMON: No.

10 MS. O'TOOLE: Had he performed on the contract?

11 MR. SALAMON: Yes.

12 MS. O'TOOLE: And (indiscernible) was going to  
13 build out space at the Novartis property? Is that what  
14 you're saying?

15 MR. SALAMON: Right.

16 MS. O'TOOLE: So there's a contract. Do you know  
17 the date of the contract?

18 MR. SALAMON: No.

19 MS. O'TOOLE: Okay. So just to reiterate, we had  
20 a meeting. It was last Tuesday. The emphasis of the  
21 meeting, among other things, was there's only case here if  
22 there are creditors here. I need to support to whether  
23 there's creditors. I'm going through all the creditors that  
24 are listed or that I think we have to deal with. What about  
25 Better Distributors? That was a breakup fee. What was that

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1 for? Do you recall an amendment being filed and there's a  
2 claim for \$3.1 million? It's for Better Distributors and it  
3 refers to as a breakup fee.

4 MR. SALAMON: It's disputed, no?

5 MS. O'TOOLE: It's what?

6 MR. SALAMON: Disputed.

7 MS. O'TOOLE: Yeah, but I'm just -- what is it  
8 for?

9 MR. SALAMON: We were supposed to...

10 MS. O'TOOLE: What was the claim, even if it  
11 didn't come to fruition? Why was it listed? What does it  
12 mean?

13 MR. SALAMON: They were going to take care of the  
14 property.

15 MS. O'TOOLE: It was -- they were going to be  
16 property managers?

17 MR. SALAMON: Managers and fix --

18 MS. O'TOOLE: But they never did it, right?

19 MR. SALAMON: Right.

20 MS. O'TOOLE: So that's not an actual claim  
21 anymore. Is that correct?

22 MR. SALAMON: Right.

23 MS. O'TOOLE: All right. Next one, Bridgewater  
24 Capital, 1.8 financing agreement.

25 MR. SALAMON: It's disputed.

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1 MS. O'TOOLE: That's -- well, I know it's  
2 disputed, but --

3 MR. SALAMON: Yes.

4 MS. O'TOOLE: That was pursuant to a written  
5 agreement that you had with Bridgewater, is that right,  
6 where they could get 10 percent of the deal and it capped  
7 out at a certain amount. That's what that claim's --

8 MR. SALAMON: Right.

9 MS. O'TOOLE: -- related to. I'm just trying to  
10 understand --

11 MR. SALAMON: Right.

12 MS. O'TOOLE: -- what they're related to. Okay.

13 MR. SALAMON: I'm sorry, I'm not thinking.

14 MS. O'TOOLE: Oh, I think you're thinking. What  
15 about Capskull.

16 MR. SALAMON: Same thing.

17 MS. O'TOOLE: Is that like -- they make hats?

18 MR. SALAMON: Yeah.

19 MS. O'TOOLE: Yarmulkes, things like that? What's  
20 Capskull?

21 MR. SALAMON: They (indiscernible) yarmulkes.

22 MS. O'TOOLE: Why in a real estate transaction is  
23 there a creditor for yarmulkes?

24 MR. SALAMON: (Indiscernible).

25 MS. O'TOOLE: My disbelief shouldn't be the same

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1 as yours. Why is it listed as a creditor? You tell me.

2 MR. SALAMON: Because at the time when we had to  
3 file, last minute, Bridgewater was involved and he told me  
4 that this is what's owed, so that's why --

5 MS. O'TOOLE: Bridgewater told you what RS Old  
6 Mill owed?

7 MR. SALAMON: On this debt, they were supposed to  
8 help us with the property and --

9 MS. O'TOOLE: Did anyone ever tell you that to  
10 file a bankruptcy petition, we need to have some creditors,  
11 so let's add some creditors? Were you ever told that?

12 MR. SALAMON: No.

13 MS. O'TOOLE: Okay. Well, is Capskull a business  
14 that you owned?

15 MR. SALAMON: No.

16 MS. O'TOOLE: Who owns that business?

17 MR. SALAMON: I don't know.

18 MS. O'TOOLE: Is it an incorporated entity? You  
19 have to answer yes or no.

20 MR. SALAMON: No.

21 MS. O'TOOLE: And it is -- does it have an online  
22 presence to an Amazon platform?

23 MR. SALAMON: Not that I'm aware.

24 MS. O'TOOLE: Okay. Is it owned by anybody who's  
25 related to you --

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1 MR. SALAMON: No.

2 MS. O'TOOLE: -- or for which you're familiar?

3 MR. SALAMON: No.

4 MS. O'TOOLE: Okay. So you have no idea why  
5 Capskull --

6 MR. SALAMON: No.

7 MS. O'TOOLE: -- that sells yarmulkes is on a  
8 bankruptcy petition for real estate?

9 MR. SALAMON: Right.

10 MS. O'TOOLE: Okay. All right. El City, LLC.  
11 What's that debt?

12 MR. SALAMON: Yes.

13 MS. O'TOOLE: What is it related to?

14 MR. SALAMON: They did work for the Debtor.

15 MS. O'TOOLE: Okay. And what kind of work?

16 MR. SALAMON: For developing the place.

17 MS. O'TOOLE: Okay, you got to be more specific  
18 than that. The whole thing and you know the judge charged  
19 us with this in the last transcript, right?

20 MR. SALAMON: Right.

21 MS. O'TOOLE: That we need to understand what the  
22 creditor body is here and whether there's a case here.

23 MR. SALAMON: We'll bring the...

24 MR. LEVINE: Yeah, we'll be submitting to you the  
25 (indiscernible) for all creditors including --

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1 MS. O'TOOLE: Okay.

2 MR. LEVINE: -- administrative creditors that --

3 MS. O'TOOLE: You know, respectfully, it seems  
4 like it's always a day after I need it. When we keep doing  
5 this --

6 MR. LEVINE: I'm doing the best I can. We had --

7 MS. O'TOOLE: What is -- I appreciate you're doing  
8 the best you can, but that is, in itself, a little puzzling  
9 to me since the Debtor should know what the creditors are,  
10 but anyway, what is El City, LLC and why does it -- why is  
11 it owed a debt?

12 MR. SALAMON: Can't remember. I need the papers.

13 MS. O'TOOLE: Okay, you don't know the answer as  
14 you sit here today, is that right? And I may get some  
15 subsequent papers?

16 MR. SALAMON: Right.

17 MS. O'TOOLE: Is that correct?

18 MR. FRANKEL: You --

19 MS. O'TOOLE: Sir, you're present on their behalf,  
20 is that correct?

21 MR. FRANKEL: Yes.

22 MS. O'TOOLE: And do you understand what the  
23 nature of the debt is for whom you're representing --

24 MR. FRANKEL: My understanding is that they were  
25 hiring people. They (indiscernible).

1 MS. O'TOOLE: They were hiring --

2 MR. FRANKEL: Hiring people to -- which was  
3 involved in developing the property on behalf of the Debtor.  
4 The Debtor was intending to keep the property. And that the  
5 -- and that there was (indiscernible) trying to --

6 MS. O'TOOLE: So they were like a broker?

7 MR. FRANKEL: It wasn't so much a broker as much  
8 as a company that was involved and developed their property.

9 MS. O'TOOLE: Okay. Is there a written agreement?

10 MR. SALAMON: Yes.

11 MS. O'TOOLE: Okay, and that's Mr. Salomon  
12 speaking now. Okay. And you're saying there's a written  
13 agreement and you're going to provide it to me? Did you  
14 sign that agreement?

15 MR. SALAMON: Yes.

16 MS. O'TOOLE: And you signed that agreement on  
17 behalf of the Debtor?

18 MR. SALAMON: Right.

19 MS. O'TOOLE: And that was signed contemporaneous  
20 with the sale or prior to the sale? See, if I had the  
21 document, I could say to you, it's dated this date and was  
22 it signed at or about the time that it was created. But I  
23 don't have the benefit of any of this. Who's Goldman  
24 Copeland? What did they get money for?

25 MR. SALAMON: Copeland.

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1 MS. O'TOOLE: \$48,000. That's on the amendment to  
2 the petition. Any relationship between that debt to Goldman  
3 Copeland and the amount of money that was paid to Sheppe or  
4 Mr. Friedman's firm?

5 MR. SALAMON: Nothing that I know of.

6 MS. O'TOOLE: Is there a written agreement with  
7 respect to Goldman Copeland?

8 MR. SALAMON: Everything has written agreement. I  
9 thought it was --

10 MS. O'TOOLE: Okay. Do you have any recollection  
11 as you sit here today why you filed an amended schedule of  
12 creditors and you included Goldman Copeland on that amended  
13 schedule?

14 MR. SALAMON: Because we went through the books  
15 then and saw that it wasn't on the petition.

16 MS. O'TOOLE: Right, but what was the nature of  
17 the business? Is there a written contract?

18 MR. SALAMON: Yes.

19 MS. O'TOOLE: Okay. I'm going to make demand for  
20 the written contract and any and all information --

21 MR. SALAMON: And all --

22 MS. O'TOOLE: -- supporting that claim.

23 MR. SALAMON: Right.

24 MS. O'TOOLE: In Style Interiors. It says breakup  
25 fee \$1.2 million. What was that for? Is that a proposed

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1 tenant?

2 MR. SALAMON: Was proposed tenant but it's --

3 MS. O'TOOLE: Was a lease ever signed?

4 MR. SALAMON: It -- I think it was withdrawn.

5 MS. O'TOOLE: What's that word?

6 MR. SALAMON: Withdrawn.

7 MS. O'TOOLE: The claim is withdrawn?

8 MR. SALAMON: Right.

9 MS. O'TOOLE: Is there a document withdrawing the  
10 claim? Was there a lease with them that was ever signed?

11 MR. SALAMON: Yes, but I don't think that it  
12 materialized. It didn't materialize.

13 MS. O'TOOLE: Okay, so that's not a claim anymore?

14 MR. SALAMON: Right.

15 MS. O'TOOLE: Okay. Lincrest Consulting. What  
16 was that?

17 MR. SALAMON: No.

18 MS. O'TOOLE: I don't know what no means.

19 MR. SALAMON: It --

20 MS. O'TOOLE: Why was it listed in the first  
21 instance? You know, these things are signed under penalty  
22 of perjury, sir. There must've been a reason why you  
23 initially put them in the bankruptcy petition.

24 MR. SALAMON: I believe it's Bridgewater.

25 MS. O'TOOLE: You believe that Lincrest Consulting

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1       is Bridgewater?

2                    MR. SALAMON: Yes.

3                    MS. O'TOOLE: And why do you believe it's -- what  
4       do you mean, it's Bridgewater? It's an affiliated entity?

5                    MR. SALAMON: Affiliated entity that -- told me it  
6       owed money, then, for the Debtor so that's why they were on  
7       the...

8                    MS. O'TOOLE: Didn't you have a written agreement  
9       with Bridgewater? Sir, didn't the Debtor have a written  
10      agreement with Bridgewater?

11                  MR. SALAMON: Yes.

12                  MS. O'TOOLE: And is this 172 in addition to that  
13       written agreement or included in the written agreement?

14                  MR. SALAMON: Asking...

15                  MS. O'TOOLE: Did you negotiate any of these  
16       contracts?

17                  MR. SALAMON: This one, not.

18                  MS. O'TOOLE: Who did?

19                  MR. SALAMON: Bridgewater.

20                  MS. O'TOOLE: RFG. What's RFG, \$400 breakup fee?

21                  MR. LEVINE: \$400, you said?

22                  MS. O'TOOLE: \$400,000. My apologies.

23                  MR. SALAMON: It was also for the tenant.

24                  MS. O'TOOLE: For a tenant?

25                  MR. SALAMON: Right.

1 MS. O'TOOLE: And the tenant -- did that tenant  
2 ever have a lease?

3 MR. SALAMON: Yes, but was withdrawn.

4 MS. O'TOOLE: I don't know what it means, it was  
5 withdrawn. Are there liquidated damages or anything to not  
6 performing under the lease?

7 MR. SALAMON: I'm going to provide you all the --

8 MS. O'TOOLE: Shefa Trans Pacific. What is Shefa  
9 Trans Pacific, what is that claim?

10 MR. LEVINE: I have a Shefa Trans Public.

11 MS. O'TOOLE: Shefa Trans Pacific. Do I have it  
12 wrong on --

13 MR. LEVINE: I have a copy right --

14 MS. O'TOOLE: -- Document 64? It's on the amended  
15 schedule 64. What is that?

16 MR. SALAMON: I don't --

17 MS. O'TOOLE: Is it a shipping company? Is that  
18 related to one of your other businesses?

19 MR. SALAMON: No.

20 MS. O'TOOLE: All right. UHCS Distributors.

21 Again, we have a breakup fee, \$140,000. What's that claim?

22 MR. SALAMON: Yes, he was going to use warehousing  
23 and help us develop --

24 MS. O'TOOLE: Is there a contract?

25 MR. SALAMON: Yes.

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1 MS. O'TOOLE: And you're going to provide that  
2 contract?

3 MR. SALAMON: Yes.

4 MS. O'TOOLE: Okay. And do you believe that  
5 amount is still due?

6 MR. SALAMON: Yes.

7 MS. O'TOOLE: Ordermark Associates. What's that,  
8 a \$2.8 million breakup fee?

9 MR. SALAMON: No --

10 MS. O'TOOLE: No is not a response. You keep  
11 saying --

12 MR. SALAMON: I understand.

13 MS. O'TOOLE: -- no to me, but what is the nature  
14 of the claim that was listed on the bankruptcy petition  
15 amendment, Ordermark Associates?

16 MR. SALAMON: That is also -- the amendment or it  
17 was on the first one?

18 MS. O'TOOLE: I -- well, I don't know. I'm  
19 looking at amended schedule filed Document Entry 64. Maybe  
20 it's on both. I don't know.

21 MR. SALAMON: Oh. I believe it was Bridgewater.

22 MS. O'TOOLE: What about Bridgewater? What did  
23 Ordermark Associates do? Some kind of consulting company?

24 MR. SALAMON: Yes.

25 MS. O'TOOLE: All right. Mintz Levin. What were

1 those debts related to on the petition --

2 MR. SALAMON: It was the closing -- he was under  
3 (indiscernible) --

4 MS. O'TOOLE: (Indiscernible) his contract.

5 MR. SALAMON: -- his contract and the litigation -

6 -

7 MS. O'TOOLE: Litigated to it.

8 MR. SALAMON: Yes.

9 MS. O'TOOLE: Was that bill ever paid?

10 MR. SALAMON: No.

11 MS. O'TOOLE: Okay. AKRF Consulting, Inc.

12 MR. SALAMON: They were making surveys --

13 MS. O'TOOLE: Okay.

14 MR. SALAMON: Wasn't paid.

15 MS. O'TOOLE: Okay, the next one is Novartis.

16 Novartis is the \$2.5 million. That's the --

17 MR. SALAMON: right.

18 MS. O'TOOLE: -- down payment. That's no longer a  
19 claim, right, because you closed on the deal?

20 MR. SALAMON: Right.

21 MS. O'TOOLE: Okay. Romero. What's that?

22 (Indiscernible).

23 MR. SALAMON: He made for the development, he  
24 did...

25 MS. O'TOOLE: What kind of services did he

1 provide? What did he build? What did he bring to the  
2 table? I don't know what that means.

3 MR. SALAMON: A few things --

4 MS. O'TOOLE: It's all related.

5 MR. SALAMON: I'm going to provide it to you.

6 MS. O'TOOLE: Well, help me out now. Sir, you're  
7 here. You're representing. Romero. What did Romero --

8 MR. FRANKEL: Romero is a person. His name is  
9 Peter.

10 MS. O'TOOLE: Okay.

11 MR. FRANKEL: He was involved in, I believe, it  
12 was a few million dollars as I don't have the number in  
13 front of me. He was involved with development of the  
14 property.

15 MS. O'TOOLE: And you say he --

16 MR. FRANKEL: (Indiscernible) Romero. Romero.

17 MS. O'TOOLE: You're saying he's expended or is  
18 owed a few million?

19 MR. FRANKEL: He's owed. I believe he's owed. I  
20 believe he is owed. I don't remember how much exactly at  
21 this moment, but -- I don't have the invoices.

22 MS. O'TOOLE: Okay. Are you aware, though, that  
23 he filed a claim in the case --

24 MR. FRANKEL: Yes.

25 MS. O'TOOLE: Claim number 6 and that was only

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1 \$115, 000?

2 MR. FRANKEL: I believe -- yes, because there's  
3 some contract (indiscernible).

4 MS. O'TOOLE: And now you're saying it's upward of  
5 a couple million?

6 MR. FRANKEL: I believe that Romero runs -- may  
7 have bigger claims than that \$115,000.

8 MS. O'TOOLE: Okay. And did you speak to Peter  
9 Romero?

10 MR. FRANKEL: I met him, yes.

11 MS. O'TOOLE: And when did you speak to him?

12 MR. FRANKEL: About a month ago.

13 MS. O'TOOLE: Okay. And you're not an attorney,  
14 right?

15 MR. FRANKEL: No.

16 MS. O'TOOLE: Okay. And how is it that you came  
17 to be the person to appear for Peter Romero today? Did you  
18 speak to him within the last week?

19 MR. FRANKEL: No, I spoke to him about  
20 (indiscernible).

21 MS. O'TOOLE: Okay. Did you speak to Mr. Condon?

22 MR. FRANKEL: I spoke to -- no (indiscernible).

23 MS. O'TOOLE: Did you speak to Tom Landrigan?

24 MR. FRANKEL: No.

25 MS. O'TOOLE: Have you spoke, with Doug Pick?

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1 MR. FRANKEL: No.

2 MS. O'TOOLE: Have you spoken with Kevin Nash?

3 MR. FRANKEL: Kevin Nash, I did speak to.

4 MS. O'TOOLE: And when did you speak to Kevin  
5 Nash?

6 MR. FRANKEL: About a week ago.

7 MS. O'TOOLE: And what did he say to you and what  
8 did you say to him?

9 MR. FRANKEL: (Indiscernible) hello.

10 MS. O'TOOLE: All right, hello to you back. But  
11 I'd like to know what your conversation was.

12 MR. FRANKEL: Conversation wasn't...

13 MS. O'TOOLE: Well why did he reach out? Did you  
14 call him --

15 MR. FRANKEL: I didn't know -- no, no.

16 MS. O'TOOLE: -- or did he call you?

17 MR. FRANKEL: No, I met him. I was --

18 MS. O'TOOLE: Where'd you meet him?

19 MR. FRANKEL: I met him when -- at the meeting.  
20 Before the meeting.

21 MS. O'TOOLE: What meeting?

22 MR. FRANKEL: It was a meeting that was last week  
23 that was held in -- somewhere near (indiscernible).

24 MS. O'TOOLE: Who was in the -- attendance at the  
25 meeting?

1 MR. FRANKEL: Just myself.

2 MS. O'TOOLE: Okay. So this was a meeting that  
3 occurred last week in Montauk?

4 MAN 1: Correct (indiscernible).

5 MS. O'TOOLE: And that was at the office of  
6 Monica, Herbst, and LaMonica, Herbst, and Maniscalco that we  
7 had the meeting.

8 MR. FRANKEL: I wasn't there.

9 MS. O'TOOLE: Okay, but prior to that meeting, you  
10 had a meeting with Mr. Nash?

11 MR. FRANKEL: Yeah, for about five minutes.

12 MS. O'TOOLE: And who else was there?

13 MR. FRANKEL: Just myself.

14 MS. O'TOOLE: Okay. And how did it come about --  
15 what time did you meet Mr. Nash?

16 MR. FRANKEL: What time?

17 MS. O'TOOLE: Yeah.

18 MR. FRANKEL: I'm trying to remember.

19 MS. O'TOOLE: Okay.

20 MR. FRANKEL: It was before 12:00.

21 MS. O'TOOLE: Okay. And so you met with Mr. Nash  
22 prior to him meeting with me and my counsel. Is that right?

23 MR. FRANKEL: Yes.

24 MS. O'TOOLE: Okay. And was Gary Eisenberg there?  
25 Was Salomon there?

1 MR. FRANKEL: No --

2 MS. O'TOOLE: Was Mr. Levine there?

3 MR. FRANKEL: NO.

4 MS. O'TOOLE: Okay.

5 MR. FRANKEL: I met him in a conference.

6 MS. O'TOOLE: You met him in a conference.

7 MR. FRANKEL: He didn't know who I was and it was  
8 a mistake and I just (indiscernible) happened to be by  
9 mistake. He thought I was somebody else.

10 MS. O'TOOLE: Okay. So where did you happen to  
11 meet each other by mistake?

12 MR. FRANKEL: I met him at the parking lot. I was  
13 there.

14 MS. O'TOOLE: You were t the parking lot in  
15 Montauk?

16 MR. FRANKEL: Yeah.

17 MS. O'TOOLE: How did you come to the parking lot?

18 MR. FRANKEL: I was not -- I wanted to know if I  
19 had to be -- I wanted to know if I had to be -- from Peter,  
20 if I had to be at the meeting.

21 MS. O'TOOLE: Who told you that there was a  
22 meeting with the Trustee and the Trustee's counsel?

23 MR. FRANKEL: Peter.

24 MS. O'TOOLE: So you drove out to Montauk by  
25 yourself?

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1 MR. FRANKEL: That's right.

2 MS. O'TOOLE: Okay. And you -- just to find out  
3 if you needed to be at this meeting?

4 MR. FRANKEL: I thought I had to be. I wasn't  
5 sure.

6 MS. O'TOOLE: Who -- and what did Peter say to you  
7 and what did you say to Peter?

8 MR. FRANKEL: He wasn't sure but he thought -- he  
9 wasn't sure if it was a Trustee -- if it was a meeting that  
10 had to do with creditors.

11 MS. O'TOOLE: Okay.

12 MR. FRANKEL: That's all.

13 MS. O'TOOLE: So when did Peter --

14 MR. FRANKEL: I couldn't reach anybody. I had no  
15 answers.

16 MS. O'TOOLE: Okay. so this meeting occurred last  
17 Tuesday, right?

18 MR. FRANKEL: I believe so.

19 MS. O'TOOLE: And when did -- hello only takes a  
20 second. So you talked to Mr. Nash for about five minutes.  
21 What did he say to you and what did you say to him?

22 MR. FRANKEL: What he asked me? What I said to  
23 him?

24 MS. O'TOOLE: Yeah, exactly. Yeah.

25 MR. FRANKEL: I just said to him that I thought it

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1 was very important that whatever happened that we should  
2 understand that this, Mr. Salamon, okay, he doesn't have the  
3 greatest memory -- I mentioned that -- and that he, we're  
4 concerned that the property -- I'm concerned on behalf of  
5 Peter and the others -- (indiscernible) these others, what I  
6 mentioned -- that the property should stay (indiscernible)  
7 the Debtor. It shouldn't -- if we don't want --

8 MS. O'TOOLE: Okay.

9 MR. FRANKEL: The reason is because the Debtor was  
10 involved in -- we were involved in developing this property.  
11 It wasn't -- they were robbed by this Yunger and Genuth.

12 MS. O'TOOLE: Okay. So let me ask you, sir, have  
13 you ever been diagnosed with memory loss? Sir?

14 MR. SALAMON: No.

15 MS. O'TOOLE: And this is Mr. Salamon, for the  
16 clarity of the record. Do you take any medications that  
17 impair your ability to recall information?

18 MR. SALAMON: No.

19 MS. O'TOOLE: Okay. Have you ever conveyed to Mr.  
20 Frankel that you suffer from memory loss?

21 MR. SALAMON: (Indiscernible). I told him...

22 MS. O'TOOLE: Please don't mumble. Answer  
23 clearly.

24 MR. SALAMON: If I ever told him that I don't  
25 remember?

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1 MS. O'TOOLE: Uh huh. I didn't say that.

2 MR. SALAMON: No, okay.

3 MS. O'TOOLE: I said have you ever told Mr.  
4 Frankel that you suffer from memory loss or any type of  
5 neurological impairment that interferes with your ability to  
6 recall information?

7 MR. SALAMON: No.

8 MS. O'TOOLE: Okay. All right.

9 MR. FRANKEL: I don't have to. I (indiscernible).

10 MS. O'TOOLE: Okay. Sir, what is your relation to  
11 this matter? You happened to show up in a parking lot in  
12 Montauk, Long Island before a meeting you're not invited to  
13 to discuss it with Debtor's counsel who's not yet retained  
14 in the case.

15 MR. FRANKEL: I wasn't going to discuss it with  
16 Debtor's counsel. I did not go to discuss it with Debtor's  
17 counsel.

18 MS. O'TOOLE: Okay. Who were you going to meet,  
19 then?

20 MR. FRANKEL: I was -- I went there on behalf of  
21 Peter because Peter believe that he had to be at the --

22 MS. O'TOOLE: Okay. And how did Peter know there  
23 was meeting?

24 MR. FRANKEL: He told me to be there, so  
25 (indiscernible).

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1 MS. O'TOOLE: Okay. So I had this meeting which  
2 was July -- it was July 9th, correct, that you were out in  
3 Montauk?

4 MR. FRANKEL: Could be. I don't have a calendar.

5 MS. O'TOOLE: You're not remembering too well?

6 MR. FRANKEL: Calendar.

7 MS. O'TOOLE: Okay. All right. So you're out in  
8 Montauk because --

9 MR. FRANKEL: I believe it was Tuesday.

10 MS. O'TOOLE: -- because Peter tells you. Yes.

11 MR. FRANKEL: Yeah.

12 MS. O'TOOLE: Okay. And how many days in advance  
13 of that meeting did Peter call you?

14 MR. FRANKEL: The morning.

15 MS. O'TOOLE: The morning of the meeting? And you  
16 went out to Montauk?

17 MR. FRANKEL: Yeah.

18 MS. O'TOOLE: For a 12:00 meeting?

19 MR. FRANKEL: I went there for --

20 MS. O'TOOLE: Where do you live?

21 MR. FRANKEL: I live in Kensington, in Brooklyn.

22 MS. O'TOOLE: In Brooklyn. Okay. All right.

23 MR. FRANKEL: And why didn't (indiscernible) have  
24 to go because I had --

25 MS. O'TOOLE: Did you --

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1 MR. FRANKEL: I had to go --

2 MS. O'TOOLE: -- speak to Mr. Levin before the  
3 meeting?

4 MR. FRANKEL: No, but I met -- no, I did not speak  
5 to him before.

6 MS. O'TOOLE: Did you speak to Mr. Fleischmann  
7 before the meeting?

8 MR. FRANKEL: No, (indiscernible).

9 MS. O'TOOLE: Do you know who David Fleischmann  
10 is?

11 MR. FRANKEL: No.

12 MS. O'TOOLE: Do you know who Doug Pick is?

13 MR. FRANKEL: No.

14 MS. O'TOOLE: Have you ever spoken to anybody else  
15 related to this case since it's been filed?

16 MR. FRANKEL: To him.

17 MS. O'TOOLE: To -- and him is Mr. Yehuda Salomon  
18 --

19 MR. FRANKEL: Yeah.

20 MS. O'TOOLE: -- who's testifying for the Debtor.  
21 And how many times since March of 2018 have you spoken to  
22 Yehuda Salomon?

23 MR. FRANKEL: Few times.

24 MS. O'TOOLE: Did you speak to him in or about the  
25 time the Novartis property was sold?

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1 MR. FRANKEL: Yes.

2 MS. O'TOOLE: Okay, and what were the nature of  
3 your conversations with Mr. Salamon?

4 MR. FRANKEL: I was -- am trying to be involved in  
5 the development (indiscernible).

6 MS. O'TOOLE: Okay. And do you have any contracts  
7 with any of the entities --

8 MR. FRANKEL: Yes, I do.

9 MS. O'TOOLE: And what is your -- who's your  
10 contract with?

11 MR. FRANKEL: I would prefer this hearing  
12 (indiscernible) before I answer those questions, because I  
13 have the documents rather than make a mistake and say the  
14 wrong thing.

15 MS. O'TOOLE: Okay.

16 MR. FRANKEL: I can be confused, too.

17 MS. O'TOOLE: A little confusion. All right,  
18 well, we'll probably issue a 2004 to have the documents  
19 turned over. Mr. Salamon, is there anybody who -- I've now  
20 learned that Mr. Frankel, are you aware of a document that  
21 Mr. Frankel has executed which gives him an interest  
22 directly or indirectly in the Novartis development?

23 MR. SALAMON: Yes.

24 MS. O'TOOLE: And what is the document?

25 MR. SALAMON: I will provide.

1 MS. O'TOOLE: That's not the answer today, okay?  
2 There was a demand for the documents in a written letter to  
3 your lawyers, okay? If you have documents of the Debtor,  
4 they now belong to me. I'm the Trustee in the case. So  
5 every document you have, you need to turn over. All the  
6 bank records, any written agreements. It's not a puzzle or  
7 a Rubik's cube that I'm trying to figure out here. The  
8 documents come over to me. The privilege belongs to me and  
9 I'm going to look at all the documents. Do you understand  
10 that?

11 MR. SALAMON: Yes.

12 MS. O'TOOLE: Now, what is the written agreement  
13 that you have with Mr. Frankel?

14 MR. SALAMON: Don't have.

15 MS. O'TOOLE: Excuse me?

16 MR. SALAMON: I don't have it. I mean...

17 MS. O'TOOLE: You don't have what?

18 MR. SALAMON: Written --

19 MS. O'TOOLE: You have a written agreement with  
20 Mr. Frankel, isn't that correct, sir?

21 MR. SALAMON: Nothing that I've...

22 MS. O'TOOLE: That's a yes or no question.

23 MR. LEVINE: By you, you mean the Debtor?

24 MR. SALAMON: It means the Debtor.

25 MS. O'TOOLE: Is there a written agreement that

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1 exists between you, the Debtor, or any entity controlled by  
2 you with Mr. Frankel?

3 MR. SALAMON: I don't remember it.

4 MS. O'TOOLE: Mr. Frankel remembers it, but you  
5 don't remember it?

6 MR. SALAMON: No.

7 MS. O'TOOLE: Did you ever have an agreement with  
8 him that may or may not be in writing that he would have  
9 some role to play in the Novartis property?

10 MR. SALAMON: Yeah, but I don't remember -- don't  
11 remember working out -- I can't remember.

12 MS. O'TOOLE: Okay. Well, did you ever draft or  
13 did you cause a lawyer to draft an agreement with Mr.  
14 Frankel related to the Novartis property?

15 MR. SALAMON: I had my son negotiate with him, but  
16 I don't --

17 MS. O'TOOLE: Your son, David, negotiated with Mr.  
18 Frankel --

19 MR. SALAMON: Right.

20 MS. O'TOOLE: -- to have some role relative to the  
21 Novartis property, is that correct?

22 MR. SALAMON: Right.

23 MS. O'TOOLE: And what was the role you  
24 anticipated that Mr. Frankel would have relative to the  
25 Novartis property?

1                   MR. SALAMON: Bringing tenants, but I don't know  
2 if -- I don't remember --

3                   MS. O'TOOLE: Is Mr. Frankel a broker?

4                   MR. SALAMON: No, but he says that he has good  
5 connections.

6                   MS. O'TOOLE: Okay. And did you ask him to appear  
7 today on behalf of other creditors?

8                   MR. SALAMON: No.

9                   MS. O'TOOLE: Okay. I'm making demand for any and  
10 all written agreements related to any agreed -- withdrawn.  
11 I'm making demand for any and all documents of the Debtor.

12                  MR. SALAMON: Yes.

13                  MS. O'TOOLE: Period. In whosever custody,  
14 possession, and control. Okay?

15                  MR. SALAMON: Yes.

16                  MS. O'TOOLE: And if they're not forthcoming soon,  
17 I'm going to seek an order of the Court and from there, I'm  
18 going to compel because it's been a while since we made our  
19 initial demand. Separately, I'm looking for any --

20                  MR. LEVINE: Excuse me, the initial demand -- just  
21 (indiscernible).

22                  MS. O'TOOLE: There was a letter sent nearly the  
23 first or second day of the case outlining what we'd want and  
24 it was from LaMonica, Herbst, and Maniscalco --

25                  MR. LEVINE: To?

1 MS. O'TOOLE: So, I assume it was to Mr. Nash.

2 MR. LEVINE: Okay.

3 MS. O'TOOLE: I -- we can retrieve the letter.

4 That would not be a difficult thing to do.

5 MR. LEVINE: Okay.

6 MS. O'TOOLE: But I'm requesting any and all  
7 documents of the Debtor, period. That must include whatever  
8 drafts and/or agreements you have in writing with Mr.  
9 Frankel or any other person relative to the Debtor or the  
10 operation of the Novartis property. That includes lawyers.  
11 That includes brokers. That includes tenants. It includes  
12 every document. Understood?

13 MR. SALAMON: Yes.

14 MS. O'TOOLE: Okay. M. David Graubert. This is  
15 an attorney you consulted initially in terms of filing for  
16 bankruptcy?

17 MR. SALAMON: Yes.

18 MS. O'TOOLE: Was he ever paid?

19 MR. SALAMON: No.

20 MS. O'TOOLE: Okay. Are there any other creditors  
21 that I have not discussed with you that exist for the  
22 Debtor?

23 MR. LEVINE: Prepetition or post-petition?

24 (Indiscernible).

25 MS. O'TOOLE: Prepetition and post-petition. Now,

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1       this shouldn't be a surprise because we talked about this  
2       last Tuesday and you were going to put together the list.

3            MR. SALAMON: (Indiscernible).

4            MS. O'TOOLE: Are you aware of any other creditors  
5       as you sit here today?

6            MR. SALAMON: Yes, I know that Nash

7       (indiscernible) everything. That's why I want...

8            MR. LEVINE: Okay, just answer the question.

9            MS. O'TOOLE: You are aware of other creditors?

10          MR. SALAMON: We put together --

11          MS. O'TOOLE: Do you know the names of them today?

12          MR. SALAMON: (Indiscernible).

13          MR. LEVINE: Answer her question.

14          MS. O'TOOLE: You can't answer -- speak to counsel  
15       while --

16          MR. SALAMON: I'm sorry.

17          MS. O'TOOLE: -- a question is pending.

18          MR. SALAMON: Lone Pine was --

19          MS. O'TOOLE: Lone Pine? Okay, and Lone Pine we  
20       discussed earlier --

21          MR. SALAMON: Yeah.

22          MS. O'TOOLE: -- is an entity controlled by you.

23       Are you the member -- Lone Pine, what? Associates, LLC?

24          MR. SALAMON: Right.

25          MS. O'TOOLE: Okay. Are you the hundred percent

1 member of that entity?

2 MR. SALAMON: No.

3 MS. O'TOOLE: Who is? Who are the members, I  
4 should say?

5 MR. SALAMON: Mike, my son.

6 MS. O'TOOLE: Your son?

7 MR. SALAMON: Yeah.

8 MS. O'TOOLE: And was he always the only member?

9 MR. SALAMON: No. He is part of the -- he has  
10 interest in this.

11 MS. O'TOOLE: Okay. I asked you a question. It's  
12 an LLC. LLCs have members. There's aw hundred percent.  
13 Who are the members of Lone Pine Associates, LLC?

14 MR. SALAMON: I don't know.

15 MS. O'TOOLE: You don't know?

16 MR. SALAMON: No.

17 MS. O'TOOLE: Were you ever a member of that  
18 entity?

19 MR. SALAMON: Never.

20 MS. O'TOOLE: Did you cause that entity to be  
21 created?

22 MR. SALAMON: No.

23 MS. O'TOOLE: You didn't cause that to be created  
24 with Steve Friedman?

25 MR. SALAMON: I don't remember.

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1 MS. O'TOOLE: Yes or no? He said he can't  
2 remember?

3 MR. SALAMON: I don't remember that.

4 MS. O'TOOLE: Okay. Are you aware that Mr.  
5 Friedman was paid a certain amount of money at the closing  
6 of the \$33 million transaction with Suffern Partners?

7 MR. SALAMON: No.

8 MS. O'TOOLE: Okay. All right. I have a room  
9 full of people that are going to be going crazy soon because  
10 this is a very long 341 meeting. I'm going to continue the  
11 meeting, adjourn it, until a date and time in which I'll  
12 have the rest of this list of creditors so I can continue my  
13 questioning. There's a limited opportunity to ask some  
14 questions if people need to.

15 MR. GRABLE: One question.

16 MS. O'TOOLE: Go ahead.

17 MR. GRABLE: There was one more schedule --

18 MS. O'TOOLE: Just -- Mr. Grable's speaking, for  
19 the record.

20 MR. GRABLE: Thank you. There was one more  
21 scheduled creditor which I think we did not discuss and that  
22 listed as JLL. What was that -- was services did that  
23 creditor provide to the Debtor?

24 MR. SALAMON: (Indiscernible).

25 MR. LEVINE: May I just point out for the record

1       that I think we've been made by someone who's not  
2       representing a creditor.

3           MS. O'TOOLE: That's fine. There's another  
4       creditor that's listed, JLL. Can you advise who that  
5       creditor is?

6           MR. SALAMON: They did some kind of...

7           MR. LEVINE: Go ahead. Finish your answer.

8           MS. O'TOOLE: What is it?

9           MR. SALAMON: They did some kind of research or --  
10       for the environmental thing.

11       MS. O'TOOLE: The what thing?

12       MR. SALAMON: Environmental.

13       MS. O'TOOLE: Okay. And that's listed as  
14       contingent, disputed. Okay. All right. Any other  
15       questions --

16       MR. FIVESON: Yeah.

17       MS. O'TOOLE: And just identify the speaker.

18       MR. FIVESON: David Fiveson. Mr. Salomon --

19       MR. LEVINE: We're going to object to Mr. Fiveson  
20       asking questions. Just go on the record, he is not  
21       representing any creditor.

22       MR. FIVESON: Mr. Salomon, you testified you're  
23       not known by any other name. Are you not known by other  
24       names?

25       MR. SALAMON: No.

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1                   MR. FIVESON: Did you not testify in State Court  
2 proceedings that you're known by another name?

3                   MR. LEVINE: This is not a cross examination of  
4 this witness.

5                   MS. O'TOOLE: Listen, listen. There's a limited  
6 opportunity to ask questions.

7                   MR. LEVINE: Yeah.

8                   MS. O'TOOLE: We can engage in the rhetoric of him  
9 slipping me a note of the questions. I'm interested in the  
10 questions. There's a small opportunity here. We are  
11 charged with figuring out the facts and figuring out the  
12 facts quickly by the judge. Use your discretion and  
13 everybody reserves all their rights.

14                  MR. FIVESON: Fine. Do you not recall that?

15                  MR. LEVINE: Recall what?

16                  MR. FIVESON: Testifying he was known by at least  
17 one other name.

18                  MR. SALAMON: Not legally.

19                  MS. O'TOOLE: And what name is that?

20                  MR. SALAMON: Marty.

21                  MS. O'TOOLE: Marty Salamon?

22                  MR. SALAMON: Salamon.

23                  MR. FIVESON: Okay. Now, last two questions.

24                  Romero, that creditor, signed the consent order to dismiss  
25 this case, acknowledging it had been paid in full. Did you

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1 know that?

2 MR. SALAMON: Everybody got a signed -- they were  
3 told by Landrigan to sign in order to get paid including the  
4 lawyer, what's his name --

5 MR. LEVINE: Mintz Levin?

6 MR. SALAMON: -- Mintz Levin signed us up.

7 MS. O'TOOLE: Okay. And I'm just going to say,  
8 I'm taking exception to the characterization of what the  
9 notice of presentment --

10 MR. FIVESON: Okay.

11 MS. O'TOOLE: -- says, because I don't think it  
12 says what you're saying. There's crafty wordsmithing going  
13 on there.

14 MR. FIVESON: Did you have any communications with  
15 Romero after the document was filed and before they filed  
16 the notice claiming they weren't paid?

17 MR. LEVINE: Well...

18 MS. O'TOOLE: Is that all? Okay. All right.  
19 We're adjourned until August 9th at 5 p.m. Do not come back  
20 on that date. You need to get me the documents. It's a  
21 duty to turn them over to me and in addition, as a  
22 fiduciary, I need to figure out what the creditors are in  
23 this case so send me the list that you are going to provide  
24 me.

25 MR. LEVINE: We're going to send you a list with

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1 the backup materials.

2 MS. O'TOOLE: Okay.

3 MR. SALAMON: I told you (indiscernible).

4 MS. O'TOOLE: All right, that's it. Thank you.

5 MR. FIVESON: Thank you.

6 MR. LEVINE: Thank you.

7 (End of Proceedings)

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1 C E R T I F I C A T I O N

2

3 I, Sonya Ledanski Hyde, certified that the foregoing  
4 transcript is a true and accurate record of the proceedings.

5

Sonya Ledanski  
6 Hyde

Digitally signed by Sonya Ledanski Hyde  
DN: cn=Sonya Ledanski Hyde, o, ou,  
email=digital@veritext.com, c=US  
Date: 2019.08.02 15:11:52 -04'00'

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Sonya Ledanski Hyde

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25 Date: August 2, 2019

[&amp; - amended]

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